

OFFICE LEASE

BY AND BETWEEN

**BURNETT CHERRY STREET LLC,
A TEXAS LIMITED LIABILITY COMPANY
(AS "Landlord")**

AND

**THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY
SYSTEM, AN AGENCY OF THE STATE OF TEXAS,
FOR THE USE AND BENEFIT OF ITS MEMBERS
(AS "Tenant")**

SUITE #850

**BURNETT PLAZA
800 AND 801 CHERRY STREET
FORT WORTH, TEXAS**

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OFFICE LEASE

Landlord and Tenant enter into this Office Lease (“Lease”) as of the Execution Date on the following terms, covenants, conditions and provisions:

1. BASIC LEASE PROVISIONS

1.1 Basic Lease Definitions. In this Lease, the following defined terms have the meanings indicated.

- (a) Execution Date: July 25, 2022.
- (b) Landlord: **BURNETT CHERRY STREET LLC**,
a Texas limited liability company.
- (c) Tenant: **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, **FOR THE USE AND BENEFIT OF ITS MEMBERS** .
- (d) Building: **BURNETT PLAZA
800 AND 801 CHERRY STREET,
FORT WORTH, TEXAS**
deemed to contain: 1,024,627 rentable square feet (“RSF”), not including any Parking Facilities.
- (e) Premises: Suite 850 (outlined on EXHIBIT A), located on the 8th floor of the Building and deemed to contain: 10,630 RSF.
- (f) Use: General administrative office use.
- (g) Term: 36 months.
- (h) Commencement Date: September 1, 2022.
- (i) Base Rent: The following amounts payable in accordance with Article 4:

Months	Annual Base Rent Rate per RSF	Annual Base Rent	Monthly Base Rent
1 through 36	\$25.00	\$265,750.00	\$22,145.83

- (j) Tenant’s Share: 1.037%.
- (k) Base Year: The calendar year 2023.
- (l) Security Deposit: \$0.00.
- (m) Notice Address: For each party, the following address(es):

To Landlord	To Tenant
Burnett Cherry Street LLC 801 Cherry Street, Suite 200 Fort Worth, TX 76102	The Texas A&M University System Office of the Chancellor 301 Tarrow Street, 7 th Floor College Station, Texas 77840-7896

<p>Attn: Property Manager Phone: (817) 332-6390 Email: Shantella.dahl@am.jll.com</p> <p>with a copy to:</p> <p>Burnett Cherry Street LLC c/o Opal Holdings LLC 1140 Avenue of the Americas, Suite PH New York, NY 10036 Attn: Nicole Nadvornik</p>	<p>With a copy to:</p> <p>The Texas A&M University System Office of Business Affairs Attn: System Real Estate Office 301 Tarrow Street, 5th Floor College Station, Texas 77840-7896 Phone: 979-458-6350 Email: sreo@tamus.edu</p> <p>With a copy to:</p> <p>The Texas A&M University System Office of General Counsel Attn: Property & Construction 301 Tarrow Street, 6th Floor College Station, Texas 77840-7896 Phone: 979-458-6120 Email: property@tamus.edu</p>
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(n) Billing Address: For each party, the following address:

For Landlord	For Tenant
<p>if by check, mail to:</p> <p>Burnett Cherry Street LLC c/o Opal Holdings LLC 1140 Avenue of the Americas, Suite PH New York, NY 10036</p> <p>or overnight delivery to:</p> <p>Burnett Cherry Street LLC 1140 Avenue of the Americas, Suite PH New York, NY 10036</p> <p>if by wire transfer or ACH:</p> <p>Account #: 4501014916 Account Name: Burnett Cherry Street, LLC ACH Routing Number: 111903517 Wire Routing Number: 111903517 Wire Bank Address: 309 Old Betsy Road, Keene, TX 76059 Wire Bank Name: Pinnacle Bank</p>	<p>The Texas A&M University System Office of the Chancellor Attn: Dr. Kim McCustion 301 Tarrow Street, 7th Floor College Station, Texas 77840-7896</p> <p>With copy to:</p> <p>The Texas A&M University System Office of Business Affairs Attn: System Real Estate Office 301 Tarrow Street, 5th Floor College Station, Texas 77840-7896 Phone: 979-458-6350 Email: sreo@tamus.edu</p> <p>With copy to:</p> <p>The Texas A&M University System Office of General Counsel Attn: Property & Construction 301 Tarrow Street, 6th Floor College Station, Texas 77840-7896 Phone: 979-458-6120 Email: property@tamus.edu</p>

- (o) Brokers: Red Oak Realty (“Landlord’s Broker”), whose right to a commission to be paid by Landlord is subject to a separate written agreement with Landlord; and Jones Lang LaSalle Brokerage, Inc. (“Tenant’s Broker”), whose right to a commission to be paid by Landlord is subject to a separate written agreement with Landlord.
- (p) Parking Allotment: Up to thirty-three (33) parking spaces as further defined in EXHIBIT D.
- (q) Construction Allowance: Intentionally Deleted.
- (r) Business Hours: From 8:00 a.m. to 6:00 p.m. on Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturday, excepting: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other legal holidays commonly observed in similar class office buildings in the locale of the Building (“Holidays”).

2. PROJECT

2.1 Project. The Land and all improvements thereon, including the Building and Premises (as defined in Article 1 and below), and the Common Areas and Parking Facilities (as such terms are defined below) are collectively referred to as the “Project.”

2.2 Land. “Land” means the real property described on EXHIBIT B attached hereto, whether Landlord’s interest in the Land is in fee or is a leasehold. The Land is subject to expansion or reduction after the Execution Date.

2.3 Base Building. “Base Building” means the Building Structure and Mechanical Systems, collectively, defined as follows:

- (a) Building Structure. “Building Structure” means the foundations, floor/ceiling slabs, roofs, exterior walls, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevators, Building mechanical, electrical and telephone closets, Common Areas, public areas, and any other structural components in the Building. The Building Structure excludes the Leasehold Improvements (and similar improvements to other premises) and the Mechanical Systems.
- (b) Mechanical Systems. “Mechanical Systems” means, without limitation, the mechanical, electronic, physical or informational systems generally serving the Building or Common Areas, including the sprinkler, plumbing, heating, ventilating, air conditioning, lighting, communications, drainage, sewage, waste disposal, vertical transportation, fire/life safety and security systems, if any.

2.4 Common Areas. Tenant will have a non-exclusive right to use the Common Areas subject to the terms of this Lease. “Common Areas” means those interior and exterior common and public areas on the Land and in the Building (and appurtenant easements) from time-to-time designated by Landlord for the non-exclusive use by Tenant in common with Landlord, other tenants and occupants, and their employees, agents and invitees, including the Parking Facilities.

2.5 Premises. Landlord leases to Tenant the Premises subject to the terms of this Lease. Except as provided elsewhere in this Lease, by taking possession of the Premises, Tenant accepts the Premises in its “as is” condition and with all faults, and the Premises is deemed in good order, condition, and repair. Landlord, other than as specifically set forth in this Lease, does not make and Tenant does not rely upon any representation or warranty of any kind, express or implied, with respect to the condition of the Premises (including habitability or fitness for any particular purpose of the Premises). **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.** Notwithstanding the foregoing, Landlord shall, at no additional cost to Tenant, perform the following work in the Premises (collectively, the “Landlord’s Work”) prior to the Commencement Date: (i) touch-up paint where needed on the currently painted walls in the Premises, and (ii) shampoo the carpeted areas in the Premises. The Landlord’s Work will be performed using Building Standard methods, materials and finishes. The Premises includes the Leasehold Improvements and excludes certain areas, facilities and systems, as follows:

- (a) Leasehold Improvements. “Leasehold Improvements” means all non-structural improvements in the Premises or exclusively serving the Premises, and any structural

improvements to the Building made to accommodate Tenant's particular use of the Premises. The Leasehold Improvements may exist in the Premises as of the Execution Date, or be installed by Landlord or Tenant under this Lease at the cost of either party. The Leasehold Improvements include: (1) interior walls and partitions (including those surrounding structural columns entirely or partly within the Premises); (2) the interior one-half of walls that separate the Premises from adjacent areas designated for leasing; (3) the interior drywall on exterior structural walls, and walls that separate the Premises from the Common Areas; (4) stairways and stairwells connecting parts of the Premises on different floors, except those required for emergency exiting; (5) the frames, casements, doors, windows and openings installed in or on the improvements described in (1-4), or that provide entry/exit to/from the Premises; (6) all hardware, fixtures, cabinetry, railings, paneling, woodwork and finishes in the Premises or that are installed in or on the improvements described in (1-5); (7) if any part of the Premises is on the ground floor, the ground floor exterior windows (including mullions, frames and glass); (8) integrated ceiling systems (including grid, panels and lighting); (9) carpeting and other floor finishes; (10) kitchen, rest room, lavatory or other similar facilities that exclusively serve the Premises (including plumbing fixtures, toilets, sinks and built-in appliances); (11) if any part of the Premises encompasses an entire floor of the Building, the elevator lobby, corridors and restrooms located on such floor; and (12) the sprinkler, plumbing, heating, ventilating, air conditioning, lighting, communications, security, drainage, sewage, waste disposal, vertical transportation, fire/life safety, and other mechanical, electronic, physical or informational systems that exclusively serve the Premises.

- (b) Exclusions from the Premises. The Premises does not include: (1) the roof of the Building and any areas above the finished ceiling or integrated ceiling systems, or below the finished floor coverings that are not part of the Leasehold Improvements, (2) janitor's closets, (3) stairways and stairwells to be used for emergency exiting or as Common Areas, (4) rooms for Mechanical Systems or connection of telecommunications equipment, (5) vertical transportation shafts, (6) vertical or horizontal shafts, risers, chases, flues or ducts, (7) elevator banks, and (8) any easements or rights to natural light, air or view.

2.6 Parking Facilities. "Parking Facilities" means, collectively, that certain multi-level parking garage that is adjacent to the Building and located at 800 Cherry Street, Fort Worth, Texas (the "Burnett Plaza Garage"), that certain multi-level parking garage located at 811 Lamar Street, Fort Worth, Texas, which has been leased to Landlord (the "Lamar Garage"), and that certain surface parking spaces located in the vicinity of the Land (the "Surface Lot").

2.7 Building Standard. "Building Standard" means the minimum or exclusive type, brand, quality or quantity of materials Landlord designates for use in the Building from time to time.

2.8 Tenant's Personal Property. "Tenant's Personal Property" means those trade fixtures, furnishings, equipment, work product, inventory, stock-in-trade and other personal property of Tenant that are not permanently affixed to the Project in a way that they become a part of the Project and will not, if removed, impair the value of the Leasehold Improvements that Tenant is required to deliver to Landlord at the end of the Term under §3.3.

2.9 Conference Center and Board Room. Subject to availability, Tenant may reserve use of the 2nd floor Conference Center with seating of up to 250 and/or the Board Room with capacity of up to 25 at no cost, other than a cleaning fee ranging from \$100-\$200/day. To reserve the Conference Center or Board Room, Tenant must contact the Building's property manager.

3. TERM

3.1 Term. "Term" means the period that begins on the Commencement Date and ends on the Expiration Date, subject to renewal, extension or earlier termination as may be further provided in this Lease or otherwise agreed to by Landlord and Tenant in writing. "Month" means a full calendar month of the Term.

(a) Commencement Date. "Commencement Date" means September 1, 2022.

(b) Expiration Date. "Expiration Date" means August 31, 2025.

3.2 Holdover. If Tenant keeps possession of the Premises after the end of the Term (a "Holdover") without Landlord's prior written consent (which may be withheld in its sole and absolute discretion), then in addition to the remedies available elsewhere under this Lease or by applicable law, Tenant will be a tenant at sufferance and must comply with all of Tenant's obligations under this Lease, except that during the Holdover Tenant will pay one hundred fifty percent (150%) of the monthly Base Rent and Additional Rent last payable under this Lease, without prorating for any partial month of Holdover. Tenant shall indemnify and defend Landlord from and against all claims and damages that Landlord suffers due to Tenant's failure to return possession of the Premises to Landlord at the end of the Term. Except as provided herein, Landlord's deposit of Tenant's Holdover payment will not constitute Landlord's consent to a Holdover, or create or renew any tenancy.

3.3 Condition on Expiration. By the end of the Term, Tenant will return possession of the Premises to Landlord vacant, free of Tenant's Personal Property, in broom-clean condition, and with all Leasehold Improvements in good working order and repair (excepting ordinary wear and tear), except that Tenant will remove Tenant's Wiring and those Leasehold Improvements and Alterations (as such terms are defined herein) that, when approved by Landlord, were required to be removed at the end of the Term. If Tenant fails to return possession of the Premises to Landlord in this condition, Tenant shall reimburse Landlord for the costs, including Landlord's standard administration fee, incurred to put the Premises in the condition required under this §3.3. Tenant's Personal Property left behind in the Premises after the end of the Term will be considered abandoned and Landlord may move, store, retain or dispose of these items at Tenant's cost, including Landlord's standard administration fee.

4. RENT

4.1 Base Rent. During the Term, Tenant shall pay all other Base Rent in advance, in monthly installments, on the first (1st) day of each Month. Base Rent for any partial Month will be prorated.

4.2 Additional Rent. Tenant's obligation to pay Taxes and Expenses under this §4.2 is referred to in this Lease as "Additional Rent."

(a) Taxes. For each calendar year after the Base Year (each, a "Comparison Year"), Tenant shall pay, in the manner described below, Tenant's Share of the amount that

Taxes for the Comparison Year exceed Taxes for the Base Year. "Taxes" means the total costs incurred by Landlord for: (1) real and personal property taxes and assessments (including ad valorem and general or special assessments) levied on the Project and Landlord's personal property used in connection with the Project; (2) margin taxes and taxes on rents or other income derived from the Project (but, for the sake of clarity, excluding Landlord's actual federal income taxes); (3) capital and place-of-business taxes; (4) taxes, assessments or fees in lieu of the taxes described in (1-3); and (5) the reasonable costs incurred to reduce the taxes described in (1-4). Taxes excludes federal income taxes and taxes paid under §4.3.

(b) Expenses. For each Comparison Year, Tenant shall pay in the manner described below the Tenant's Share of the amount that Expenses for the Comparison Year exceed Expenses for the Base Year. "Expenses" means the total costs incurred by Landlord to operate, manage, administer, equip, secure, protect, repair, replace, refurbish, clean, maintain, decorate and inspect the Project, including a market fee to manage the Project of not more than three percent (3%) of the gross revenue of the Project. Expenses that vary with occupancy will be calculated as if the Building is one hundred percent (100%) occupied and operating and all such services are provided to all tenants.

(1) Expenses include, without limitation:

- (A) Standard Services provided under §6.1, except for Electrical Costs (as defined in §4.2(f) below);
- (B) Repairs and maintenance performed under §7.2;
- (C) Insurance maintained under §9.2 (including deductibles paid);
- (D) Wages, salaries and benefits of personnel at or below the level of the Building's manager, to the extent they render services to the Project;
- (E) Costs of operating the Project management office (including reasonable rent); and
- (F) Amortization installments of costs required to be capitalized and incurred to:
 - (i) Comply with laws, but only to the extent such compliance relates to laws which are amended, become effective, or are interpreted or enforced differently after the date of this Lease ("Government Mandated Expenses");
 - (ii) Reduce other Expenses or the rate of increase in other Expenses ("Cost-Saving Expenses"); or
 - (iii) Improve or maintain the safety, health or access of Project occupants, and otherwise maintain the quality, appearance, or integrity of the Project ("Well-Being Expenses").

(2) Expenses exclude:

- (A) Taxes;

- (B) Mortgage payments (principal and interest), ground lease rent, and costs of financing or refinancing the Building;
- (C) Commissions, advertising costs, attorney's fees and costs of improvements in connection with leasing space in the Building;
- (D) Costs reimbursed by insurance proceeds, warranties or guarantees, or by tenants of the Building (other than as Additional Rent) or any other third party;
- (E) Depreciation;
- (F) Except for the costs identified in §4.2(b)(1)(F), costs required to be capitalized according to sound real estate accounting and management principles, consistently applied;
- (G) Collection costs and legal fees paid in disputes with tenants;
- (H) Costs to maintain and operate the entity that is Landlord (as opposed to operation and maintenance of the Project);
- (I) In the Base Year only, installments of costs amortized under §4.2(c);
- (J) Costs of operating the Parking Facilities;
- (K) Electrical Costs (see §4.2(f) below);
- (L) Costs of performing additional services to or for tenants to any extent that such services exceed those provided by Landlord to Tenant without charge hereunder;
- (M) Amounts payable by Landlord for damages or which constitute a fine, interest, or penalty, including interest or penalties for any late payments of operating costs;
- (N) Costs representing an amount paid for services or materials to an affiliate of Landlord to any extent such amount exceeds the amount that would be paid for such services or materials at the then existing market rates to a person or entity that is not an affiliate of Landlord;
- (O) Bad debt loss, rent loss, or reserves for bad debts or rent loss; and
- (P) Governmental charges, impositions, penalties or any other costs incurred by Landlord in order to clean-up, remediate, remove or abate any Hazardous Materials if such Hazardous Materials were installed or deposited in or on the Project in violation of then applicable law by Landlord, any tenant of the Building, any party expressly permitted by Landlord, or any such tenant to install or deposit such Hazardous Materials in the Building.

(c) Amortization and Accounting Principles.

- (1) Each item of Government Mandated Expenses and Well-Being Expenses will be fully amortized in equal annual installments, with interest on the principal balance at the Amortization Rate, over the number of years, not to exceed ten

- (10), that Landlord projects the item of Expenses will be productive for its intended use, without replacement, but properly repaired and maintained.
- (2) Each item of Cost-Saving Expenses will be fully amortized in equal annual installments, with interest on the principal balance at the Amortization Rate, over the number of years that Landlord reasonably estimates for the present value of the projected savings in Expenses (discounted at the Amortization Rate) to equal the cost.
 - (3) Any item of Expenses of significant cost that is not required to be capitalized but is unexpected or does not typically recur may, in Landlord's discretion, be amortized in equal annual installments, with interest on the principal balance at the Amortization Rate, over a number of years determined by Landlord.
 - (4) "Amortization Rate" means the prime rate of Citibank, N.A. (or a comparable financial institution selected by Landlord), plus three percent (3%).
 - (5) Landlord will otherwise use sound real estate accounting and management principles, consistently applied, to determine Additional Rent.
- (d) Estimates and Payments. Each calendar year, Landlord will reasonably estimate and advise Tenant in writing of Additional Rent that may be payable with respect to such calendar year. Tenant will pay the estimated Additional Rent in advance, in monthly installments, on the first day of each month, until the estimate is revised by Landlord. Landlord may reasonably revise its estimate during a calendar year and the monthly installments after the revision will be paid based on the revised estimate. The aggregate estimates of Additional Rent paid by Tenant in a calendar year is the "Estimated Additional Rent." Without limiting Landlord's other rights hereunder and at law, Additional Rent not paid when due shall be subject to the Late Charge set forth in §4.5 below.
- (e) Settlement. As soon as practical after the end of each calendar year that Additional Rent is payable, Landlord will give Tenant a statement of the actual Additional Rent for the calendar year. The statement of the actual Additional Rent is conclusive, binds Tenant, and Tenant waives all rights to contest the statement, except for items of Additional Rent to which Tenant objects by notice to Landlord given within ninety (90) days after receipt of Landlord's statement; however, Tenant's objection will not relieve Tenant from its obligation to pay Additional Rent pending resolution of any objection. If the actual Additional Rent exceeds the Estimated Additional Rent for the calendar year, then Tenant shall pay the underpayment to Landlord in a lump sum as Rent within thirty (30) days after receipt of Landlord's statement of Additional Rent. If the Estimated Additional Rent exceeds the actual Additional Rent for the calendar year, then Landlord shall credit the overpayment against Rent next due. However, if the Term ends during a calendar year, then Landlord may, in Landlord's sole and absolute discretion, elect either of the following: (1) to forego the settlement of Additional Rent for the final calendar year that is otherwise required and accept the Estimated Additional Rent payable in the final calendar year in satisfaction of Tenant's obligations to pay Additional Rent for the final calendar year, or (2) to have Landlord's and Tenant's obligations under this §4.2(e) survive the end of the Term.

Notwithstanding, in no event shall Tenant's Share of any reconciled category of Additional Rent (i.e., Taxes and Expenses) be less than zero (0).

- (f) Electrical Costs. In addition to Expenses, and as a separate obligation, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of the following electrical costs (the "Electrical Costs") incurred by Landlord which are directly attributable or reasonably allocable to the Project: (1) actual grossed up costs of electrical services used in the operation, maintenance and use of the Project; (2) sales, use, excise and other taxes assessed by governmental authorities on electrical services supplied to the Project; and (3) other costs of providing electrical services to the Project. Tenant shall, on or before the first day of each Month during the Term, pay Landlord's estimate of Tenant's Share of Electrical Costs. Payment of Electrical Costs by Tenant shall be subject to the provisions of §4.2(d) and (e), above.

4.3 Other Taxes. To the extent applicable and allowed under the Constitution and laws of the State of Texas, within 30 day after demand, Tenant will reimburse Landlord for taxes paid by Landlord on (a) Tenant's Personal Property, (b) Rent, (c) Tenant's occupancy of the Premises, or (d) this Lease; provided, however, Tenant shall not be obligated to reimburse Landlord for Landlord's federal income taxes. If Tenant cannot lawfully reimburse Landlord for these taxes, then to the extent allowed by applicable law, the Base Rent will be increased to yield to Landlord the same amount after these taxes were imposed as Landlord would have received before these taxes were imposed.

4.4 Terms of Payment. "Rent" means all amounts payable by Tenant under this Lease and the Exhibits, including, without limitation, Base Rent, Additional Rent, and charges for any Additional Services (as defined in §6.2). If a time for payment of an item of Rent is not specified in this Lease, then Tenant will pay such item of Rent within thirty (30) days after receipt of Landlord's statement or invoice. Unless otherwise provided in this Lease, Tenant shall pay Rent without notice, demand, deduction, abatement or setoff, in lawful U.S. currency, at Landlord's Billing Address. Neither Landlord's failure to send an invoice nor Tenant's failure to receive an invoice for Base Rent (and installments of Estimated Additional Rent) will relieve Tenant of its obligation to timely pay Base Rent (and installments of Estimated Additional Rent). Each partial payment by Tenant shall be deemed a payment on account; and, no endorsement or statement on any check or any accompanying letter shall constitute an accord and satisfaction, or affect Landlord's right to collect the full amount due. No payment by Tenant to Landlord will be deemed to extend the Term or render any notice, pending suit or judgment ineffective. By notice to the other, each party may change its Billing Address.

4.5 Late Payment. If Landlord does not receive any item of Rent within five days of the due date, including, without limitation, Base Rent, Additional Rent, and charges for any Additional Services, then Tenant shall pay Landlord a "Late Charge" of five percent (5%) of the overdue amount. Tenant agrees that the Late Charge is not a penalty, and will compensate Landlord for costs not contemplated under this Lease that are impracticable or extremely difficult to fix. Landlord's acceptance of a Late Charge does not waive any Tenant Default arising from such late payment.

4.6 Availability of Funding. So long as "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is the Tenant entity under this Lease, then this Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the

availability of specific funds to cover the full term and cost of this Lease. In such event (and only in such event) and in the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to Tenant (and only in such events), Tenant may terminate this Lease upon written notice to Landlord (with the effectiveness of such termination being no earlier than 30 days after such notice), or (subject to the terms of this Lease) may assign this Lease, or (subject to the terms of this Lease) sublet the Premises or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder, with Tenant agreeing to use commercially reasonable efforts to assign this Lease and/or sublet the Premises or any part of the Premises prior to exercising the termination right set forth in this §4.6. If applicable, Landlord acknowledges that appropriation of funds is beyond the control of Tenant.

4.7 Waiver of Tenant Rights and Benefits Under Section 93.012, Texas Property Code. Landlord and Tenant are knowledgeable and experienced in commercial leasing transactions and agree that the provisions of this Lease for determining all charges, amounts, and Additional Rent payable by Tenant (including, without limitation, payments under this §4.6), are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. Accordingly, to the extent allowed under the Constitution and laws of the State of Texas and only to the extent “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is not the Tenant entity under this Lease, Tenant voluntarily and knowingly waives all rights and benefits of a tenant under Section 93.012, Texas Property Code, as such section now exists or as may be hereafter amended or succeeded. Nothing contained in this waiver however is intended to limit or impair, except as otherwise expressly set forth in this Lease to the contrary, any other remedy available to Tenant under the Lease or at law or in equity (other than Section 93.012, Texas Property Code). In addition, nothing in this §4.6 shall constitute a waiver of Tenant’s right to dispute and/or initiate a claim disputing Landlord’s methods of calculating or determining Expenses and/or Landlord’s calculation or determination of Additional Rent.

5. USE & OCCUPANCY

5.1 Use. Tenant shall use and occupy the Premises only for the Use. Landlord does not represent or warrant that the Project is suitable for the conduct of Tenant’s particular business.

5.2 Compliance with Laws and Directives.

- (a) Tenant’s Compliance. Subject to the remaining terms of this Lease, Tenant shall comply at Tenant’s expense with all directives of Landlord’s insurers or laws concerning:
- (1) The Leasehold Improvements and Alterations,
 - (2) Tenant’s use or occupancy of the Premises,
 - (3) Tenant’s employer/employee obligations,
 - (4) A condition created by Tenant,
 - (5) Tenant’s or its invitees’ failure to comply with this Lease,
 - (6) The negligence of Tenant, its agents, contractors, employees, servants, invitees, vendors, licensees or Tenant’s Affiliates, or

(7) Any chemical wastes, contaminants, pollutants or substances that are hazardous, toxic, infectious, flammable or dangerous, or regulated by any local, state or federal statute, rule, regulation or ordinance for the protection of health or the environment (“Hazardous Materials”) that are introduced to the Project, handled or disposed by Tenant or its Affiliates, or any of their contractors.

(b) Landlord’s Compliance. Subject to the remaining terms of this Lease, Landlord shall comply at Landlord’s cost with all directives of Landlord’s insurers or laws concerning the Project other than those that are Tenant’s obligation under §5.2(a). The costs of compliance under this subsection (b) will be included in Expenses to the extent allowed under §4.2.

5.3 Occupancy. Tenant shall not interfere with Building services or other tenants’ rights to quietly enjoy their respective premises or the Common Areas. Tenant shall not make or continue any nuisance, including any objectionable odor, noise, fire hazard, vibration, or wireless or electromagnetic transmission. Tenant will not maintain any Leasehold Improvements or use the Premises in a way that increases the cost of insurance required under §9.2, or requires insurance in addition to the coverage required under §9.2.

5.4 Prohibited Persons and Transactions. Tenant represents and, to the extent allowed under the Constitution and laws of the State of Texas, warrants to Landlord that (a) Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control (the “OFAC”) of the Department of the Treasury (including those named on the OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order No. 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (the “Executive Order”)), or other governmental action relating thereto; and (b) Tenant is not, and will not be, a person with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act), H.R. 3152, Public Law 107-56 and the Executive Order and regulations promulgated thereunder and including persons and entities named on the OFAC Specially Designated Nations and Blocked Persons List.

6. SERVICES & UTILITIES

6.1 Standard Services.

(a) Standard Services Defined. “Standard Services” means:

- (1) Heating, ventilation and air-conditioning (“HVAC”) during Business Hours as reasonably required to comfortably use and occupy the Premises and interior Common Areas;
- (2) Tempered water from the public utility for use in Common Areas rest rooms;
- (3) Janitorial services to the Premises and interior Common Areas five (5) days a week, except Holidays, to the extent reasonably determined by Landlord;
- (4) Access to the Premises (by at least one (1) passenger elevator if not on the ground floor), subject to Building rules and regulations, Landlord’s security procedures, and events of emergency, fire or other casualties;

- (5) Building Standard bulbs are provided to Tenant (specialty bulbs will be billed to Tenant as set forth in §6.2 below);
 - (6) Labor to replace fluorescent tubes and ballasts in Building Standard light fixtures in the Premises; and
 - (7) Electricity from Landlord's selected provider(s) for lighting in the Common Areas and as follows from convenience outlets in the Premises: Building Standard lighting (one 3-amp fixture per each 80 RSF of the Premises), Building Standard HVAC and the operation of customary quantities and types of office equipment (excluding data processing), so long as (a) the connected load does not exceed three (3) watts per RSF of the Premises and .08 kilowatt hour per month per RSF of the Premises, and (b) any item of electrical equipment does not (singly) consume more than 500 watts per hour at rated capacity or require a voltage other than one hundred twenty (120) volts single phase.
- (b) Standard Services Provided. During the Term, Landlord shall provide the Standard Services to Tenant. The cost of the Standard Services shall be included in Expenses. Landlord is not responsible for any inability to provide Standard Services due to either: the concentration of personnel or equipment in the Premises; or Tenant's use of equipment in the Premises that is not customary office equipment, has special cooling requirements, or generates heat.

6.2 Additional Services. "Additional Services" means utilities or services in excess of the Standard Services set forth in §6.1. Tenant shall not use any Additional Services without Landlord's prior written consent. If Landlord so consents, any such Additional Services shall be subject to the terms and conditions of this §6.2. Tenant agrees to pay for any Additional Services upon receipt of an invoice or statement from Landlord. If Tenant fails to timely pay for any Additional Services, in addition to Landlord's other remedies under the Lease including application of the Late Charge set forth in §4.5, Landlord may discontinue the Additional Services.

- (a) HVAC. If Tenant requests HVAC service to the Premises during non-Business Hours, Tenant will give Landlord at least 24 hours notice of same, and Tenant will pay as Rent Landlord's scheduled rate for this service .
- (b) Lighting. Landlord will furnish non-Building Standard lamps, bulbs, ballasts and starters that are part of the Leasehold Improvements for purchase by Tenant at Landlord's cost, plus Landlord's standard administration fee. Landlord will install non-Building Standard lighting items at Landlord's scheduled rate for this service.
- (c) Other Utilities and Services. Tenant will pay as Rent the actual cost of utilities or services (other than HVAC and lighting addressed in §6.2(a) and (b)) either used by Tenant or provided at Tenant's request in excess of that provided as part of the Standard Services, plus Landlord's standard administration fee. Tenant's excess consumption may be estimated by Landlord unless either Landlord requires or Tenant elects to install Building Standard meters to measure Tenant's consumption.
- (d) Additional Systems and Metering. Landlord may require Tenant, at Tenant's expense, to upgrade or modify existing Mechanical Systems serving the Premises or the Leasehold Improvements to the extent necessary to meet Tenant's excess

requirements (including installation of Building Standard meters to measure the same).

- (e) Scheduled Rates. Landlord reserves the right, in its reasonable discretion and with notice to Tenant (which, notwithstanding anything in this Lease to the contrary, in this instance may be provided to the following email address(es): kmccuistion@tamus.edu), to periodically increase or otherwise adjust the rates charged for Additional Services.

6.3 Alternate Electrical Billing. Landlord may elect at any time during the Term, and continuing for the remainder of the Term, to separately meter Tenant's total consumption of electricity in the Premises, including lighting and convenience outlets. If Landlord so elects, then Landlord shall notify Tenant of such election and Tenant shall pay to Landlord as Rent the actual cost of Tenant's electricity consumption, plus Landlord's standard administration fee.

6.4 Telecommunications Services. Tenant will contract directly with third party providers and will be solely responsible for paying for all telephone, data transmission, video and other telecommunication services ("Telecommunication Services") subject to the following:

- (a) Providers. Each Telecommunications Services provider that does not already provide service to the Building shall be subject to Landlord's reasonable approval. Without liability to Tenant, the license of any Telecommunications Services provider servicing the Building may be terminated by Landlord under the terms of the license, or not renewed upon the expiration of the license.
- (b) Tenant's Wiring. Landlord may, in its reasonable discretion, designate the location of all wires, cables, fibers, equipment, and connections ("Tenant's Wiring") for Tenant's Telecommunications Services, and restrict and control access to telephone cabinets and rooms. Tenant may not use or access the Base Building, Common Areas or roof for Tenant's Wiring without Landlord's prior written consent, which shall not be unreasonably withheld, or for which Landlord may charge a reasonable fee determined by Landlord.
- (c) Tenant Sole Beneficiary. This §6.4 is solely for Tenant's benefit, and no one else shall be considered a third party beneficiary of these provisions.
- (d) Removal of Equipment. Any and all telecommunications equipment and other facilities for telecommunications transmission (including, without limitation, Tenant's Wiring) installed in the Premises or elsewhere in the Project by or on behalf of Tenant shall be removed prior to the expiration or earlier termination of the Term by Tenant at its sole cost.

6.5 Interruption of Services.

- (a) Without breaching this Lease, Landlord may:
 - (1) Comply with laws or voluntary government or industry guidelines concerning the services to be provided by Landlord or obtained by Tenant under this Article 6;
 - (2) Interrupt, limit or discontinue the services to be provided by Landlord or obtained by Tenant under this Article 6 as may be reasonably required during an emergency or Force Majeure event; or

- (3) If Landlord gives Tenant reasonable prior notice and uses commercially reasonable efforts not to disturb Tenant's use of the Premises for the Use, interrupt, limit or discontinue the services to be provided by Landlord or obtained by Tenant under this Article 6 to repair and maintain the Project under §7.2, or make any improvements or changes to the Project.
- (b) Abatement for Interruption of Standard Services. If all or a part of the Premises is untenable because of an interruption in a utility service that prevents Landlord from providing any of the Standard Services for more than seven (7) consecutive days, then from the eighth (8th) consecutive day of interruption until the Standard Services are restored, Landlord shall abate Tenant's Base Rent and Additional Rent, subject to the following:
 - (1) Landlord will only abate Base Rent and Additional Rent to the extent the Premises are untenable and not actually used by Tenant to conduct business;
 - (2) Landlord will only abate Base Rent and Additional Rent if the interruption of Standard Services is within Landlord's reasonable control to remedy; and
 - (3) Landlord will only abate Base Rent and Additional Rent to the extent the interruption in Base Rent and Additional Rent is covered by insurance Landlord must maintain under §9.2.
- (c) No Other Liability. Except as provided under §6.5(b), Landlord will not be liable in any manner for any interruption in services to be provided by Landlord or obtained by Tenant under this Article 6 (including damage to Tenant's Personal Property, consequential damages, actual or constructive eviction, or abatement of any other item of Rent).

6.6 Recycling. To the extent allowed under the Constitution and laws of the State of Texas, Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of the jurisdiction in which the Building is located and of the federal, municipal, and local governments, departments, commissions, agencies and boards having jurisdiction over the Building to the extent that they or this Lease impose on Tenant duties and responsibilities regarding the collection, sorting, separation, and recycling of trash. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or, to the extent allowed under the Constitution and laws of the State of Texas, Tenant by reason of Tenant's failure to comply with the provisions of this §6.6, and, at Tenant's sole cost and expense (to the extent allowed under the Constitution and laws of the State of Texas), shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Landlord.

7. REPAIRS

7.1 Tenant's Repairs. Except as provided in Articles 10 and 12 hereof, during the Term Tenant shall, at Tenant's cost, repair and maintain (and replace, as necessary) the Leasehold Improvements and keep the Premises in good order and condition. Tenant shall be responsible for the costs to repair (and replace, as necessary) any portion of the Project damaged by Tenant or Tenant's agents, contractors, or invitees. Tenant's work under this §7.1 (a) is subject to the prior approval and supervision of Landlord, including, without limitation, Landlord's approval of all

contractors and subcontractors performing the work, (b) must be performed in compliance with laws and Building rules and regulations, and (c) must be performed in a first-class, lien free and workmanlike manner, using materials not less than Building Standard.

7.2 Landlord's Repairs. Except as provided in Articles 10 and 12 hereof, during the Term Landlord shall, at Landlord's cost (but included as Expenses to the extent provided in §4.2) repair and maintain (and replace, as necessary) all parts of the Project that are not Tenant's responsibility to repair and maintain under §7.1 (or any other tenant's responsibility under their respective lease) and keep the Project in good order and condition according to the standards prevailing for comparable office buildings in the area in which the Building is located. Tenant may not repair or maintain the Project on Landlord's behalf or offset any Rent for any repair or maintenance of the Project that is undertaken by Tenant.

8. ALTERATIONS

8.1 Alterations by Tenant. "Alterations" means any modifications, additions or improvements to the Premises or Leasehold Improvements made by Tenant during the Term, including modifications to the Base Building or Common Areas required by law as a condition of performing the work. Alterations do not include tenant improvements made under any Work Letter attached to this Lease. Alterations are made at Tenant's sole cost and expense, subject to the following:

- (a) Consent Required. All Alterations require Landlord's prior written consent. If a Design Problem (as such term is defined below) exists, Landlord may withhold its consent in Landlord's sole and absolute discretion; otherwise, Landlord will not unreasonably withhold its consent. In either case, Landlord may condition its consent to any item of Alterations on the requirement that Tenant remove this item of Alterations upon termination of this Lease. "Design Problem" means a condition that results, or will result, from Alterations that are proposed, being performed or have been completed that either:
- (1) Do not comply with laws;
 - (2) Do not meet or exceed the Building Standard;
 - (3) Exceed the capacity, adversely affects, is incompatible with, or impairs Landlord's ability to, or increases the cost to Landlord to, maintain, operate, alter, modify or improve the Base Building;
 - (4) Affect the exterior appearance of the Building or Common Areas;
 - (5) Violate any agreement affecting the Project;
 - (6) Cost more to demolish than Building Standard improvements;
 - (7) Violate any insurance regulations or standards for a fire-resistive office building; or
 - (8) Locate any equipment, Tenant's Wiring or Tenant's Personal Property on the roof of the Building, in Common Areas or in telecommunications or electrical closets.

- (b) No Consent Required. Notwithstanding the foregoing, Tenant may make Alterations without obtaining Landlord's prior written consent and without payment of an Alterations Fee, provided that Tenant gives Landlord reasonable prior written notice of same and further provided that such Alterations (1) are purely cosmetic in nature (including painting, carpeting and the installation of floor covering or wall covering), (2) will not constitute or give rise to a Design Problem, (3) cost less than Ten Thousand Dollars (\$10,000) in any one instance, and (4) do not require a governmental permit of any kind.
- (c) Performance of Alterations. Alterations shall be performed by Tenant in a good and workman-like manner according to plans and specifications approved by Landlord. Approval by Landlord of any such plans and specifications shall not be a representation or warranty of Landlord that such plans and specifications are adequate for any use, purpose, or condition, or that such plans and specifications comply with any applicable law or code. All Alterations shall comply with law and insurance requirements, including, without limitation, the Americans with Disabilities Act of 1990, and any regulations issued thereunder, as the same may be amended from time to time ("ADA"). Landlord's designated contractors must perform Alterations affecting the Base Building or Mechanical Systems; and, all other work will be performed by qualified contractors that meet Landlord's insurance requirements and are otherwise approved by Landlord. Promptly after completing any Alterations, Tenant will deliver to Landlord "as-built" CADD plans, proof of payment, a copy of the recorded notice of completion, and all unconditional lien releases.
- (d) Bonding. If requested by Landlord, before commencing Alterations Tenant shall, at Tenant's cost, obtain bonds, or deposit with Landlord other security acceptable to Landlord for the payment and completion of the Alterations. These bonds or other security shall be in form and amount reasonably acceptable to Landlord.
- (e) Alterations Fee. Tenant shall pay Landlord as Rent ten percent (10%) of the total construction costs of the Alterations to cover review of Tenant's plans and construction coordination by its own employees. In addition, Tenant shall reimburse Landlord for the actual cost that Landlord reasonably incurs to have engineers, architects or other professional consultants review Tenant's plans and work in progress, or inspect the completed Alterations.

8.2 Alterations by Landlord. Landlord may make any modifications, additions, renovations or improvements to the Project that Landlord deems appropriate, provided Landlord uses commercially reasonable efforts to avoid disrupting Tenant's business.

8.3 Liens and Disputes. Tenant will keep title to the Land and Building free of any liens concerning the Leasehold Improvements, Alterations, or Tenant's Personal Property, and will take whatever action is required to have any of such liens released and removed of record within fifteen (15) days after the filing thereof (including, as necessary, posting a bond or other deposit). To the extent legally permitted, each contract and subcontract for Alterations will provide that no lien attaches to or may be claimed against the Project other than Tenant's leasehold interest in the Premises.

9. INSURANCE

9.1 Tenant's Insurance.

- (a) Tenant's Coverage. Before taking possession of the Premises for any purpose (including construction of tenant improvements, if any) and during the Term, Tenant will provide and keep in force the following coverage:
- (1) Commercial general liability insurance insuring Tenant's use and occupancy of the Premises and Common Areas, and covering personal and bodily injury, death, and damage to others' property of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate. Each of these policies shall include cross liability and severability of interests clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall name Landlord, the Building property manager, each secured lender, and any other party reasonably designated by Landlord as an additional insured ("Additional Insured").
 - (2) Causes of loss – special form commercial property insurance (including standard extended coverage endorsement perils, leakage from fire protective devices and other water damage) covering the full replacement cost of the Leasehold Improvements and Tenant's Personal Property. Each of these policies shall name Landlord and each Additional Insured as loss payee to the extent of their interest in the Leasehold Improvements. Each of these policies shall include a provision or endorsement in which the insurer waives its right of subrogation against Landlord, Landlord's Affiliates, and each Additional Insured.
 - (3) Business interruption insurance including leasehold interest coverage for Tenant's loss of income or insurable gross profits and covering continuation of rents during any time the Premises is untenable, with a limit not less than Tenant's annual Rent. Such coverage may be included in insurance covering the perils described in §9.1(a)(2). Each of these policies shall include a provision or endorsement in which the insurer waives its right of subrogation against Landlord, Landlord's Affiliates, and each Additional Insured.
 - (4) If applicable, Tenant shall maintain boiler and machinery or equipment breakdown insurance covering property damage to the Premises and to the major components of any central heating, air conditioning or ventilation systems, and such other equipment as Landlord may require. The policy shall include coverage for business interruption due to mechanical equipment malfunctions, including expediting and extra expense, in an amount usual and customary for similar risks, or as determined by Landlord. Unless the insurance required in §9.1(a)(2), (3) and (8) is provided on a single policy, a Joint Loss Agreement between separate policies must be provided on each policy.
 - (5) Insurance required by law, including workers' compensation insurance.

- (6) Employers liability insurance with limits not less than One Million Dollars (\$1,000,000).
 - (7) Commercial automobile liability insurance covering all owned, hired, and non-owned vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for each accident or person.
 - (8) Insurance covering the Leasehold Improvements and Tenant's Personal Property against loss or damage due to earthquake, flood and difference in conditions. Tenant may elect to self-insure this coverage. If Tenant does not elect to self-insure this coverage, then each of these policies shall name Landlord and each Additional Insured as loss payee to the extent of their interest in the Leasehold Improvements.
- (b) Insurers and Terms. Each policy required under §9.1(a) shall be written with insurance companies licensed to do business in the state in which the Building is located, with A.M. Best's rating of A VIII or better, and be on terms that are acceptable to Landlord.
 - (c) Proof of Insurance. Tenant shall provide Landlord with certificates of insurance or other reasonable proof that the coverage required under §9.1(a) is in effect. Tenant will provide reasonable proof at least thirty (30) days before any policy expires that the expiring policy will be replaced.
 - (d) So long as "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is the Tenant entity under this Lease, the provisions in this §9.1(d) shall control in the event of any conflict with any other provisions in this Lease. Landlord acknowledges that, because Tenant is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Tenant or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of Tenant is provided by Tenant as mandated by the provisions of the Texas Labor Code, Chapter 503. Tenant will have the right, at its option, to (a) obtain liability insurance protecting Tenant and its employees and property insurance protecting Tenant's buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by Tenant as a result of its operations under this Lease. Any obtained insurance by Tenant under this this §9.1(d) shall, to the extent allowed under the Constitution and laws of the State of Texas, be subject to the waiver of subrogation provisions of §9.1 and will not limit Tenant's indemnities set forth in this Lease.

9.2 Landlord's Insurance.

- (a) Landlord's Coverage. During the Term, Landlord will keep in force the following coverage:
 - (1) Commercial general liability insurance.
 - (2) Causes of loss – special form commercial property insurance (including standard extended coverage endorsement perils, leakage from fire protective

devices and other water damage) covering the full replacement cost of the Project improvements (excepting the Leasehold Improvements to be insured by Tenant). Each of these policies shall include a provision or endorsement in which the insurer waives its right of subrogation against Tenant.

- (3) Boiler and machinery or equipment breakdown insurance.
 - (4) Other insurance that Landlord elects to maintain.
- (b) Terms. Each of the policies required under §9.2(a) will have those limits, deductibles, retentions and other terms that Landlord prudently determines.

10. DAMAGE OR DESTRUCTION

10.1 Damage and Repair. If the Leasehold Improvements, Premises or Building is damaged by fire or other casualty, then the parties will proceed as follows:

- (a) Landlord's Estimates. As soon as reasonably practicable under the circumstances including the scope of the casualty, Landlord will assess any damage to the Premises and Building (but not the Leasehold Improvements) and notify Tenant of Landlord's reasonable estimate of the time required to substantially complete repairs and restoration of the Premises and Building ("Repair Estimate"). Landlord will also estimate the time that the Premises will be untenable ("Interruption Estimate"). Within thirty (30) days after the later of the issuance of the Repair Estimate, issuance of the Interruption Estimate, or receipt of any denial of coverage or reservation of rights from Landlord's insurer, each party may terminate the Lease by written notice to the other on the following conditions:
 - (1) Landlord may elect to terminate this Lease if either:
 - (A) The damage occurs during the last year of the Term, or
 - (B) The Repair Estimate exceeds one hundred eighty (180) days, or
 - (C) The repair and restoration is not fully covered by insurance maintained or required to be maintained by Landlord (subject only to those deductibles or retentions Landlord elected to maintain) or Landlord's insurer denies coverage or reserves its rights on coverage or any mortgagee of the Building requires that insurance proceeds be applied to the indebtedness secured by its mortgage.
 - (2) Tenant may elect to terminate this Lease if the Interruption Estimate exceeds one hundred eighty (180) days and Tenant did not cause the damage.
- (b) Repair and Restoration. If neither party terminates the Lease under §10.1(a), then the Lease shall remain in full force and effect and the parties will proceed as follows:
 - (1) Landlord will repair and restore the Premises and/or the Building, as applicable (but not the Leasehold Improvements) to substantially the same condition existing prior to such damage, except for modifications required by law. Landlord will perform such work reasonably promptly, subject to delay for loss adjustment, Tenant Delay and Force Majeure.

- (2) Tenant will repair and restore the Leasehold Improvements reasonably promptly to the condition existing prior to such damage, but not less than then current Building Standard, except for modifications required by law.
- (3) Tenant may not terminate this Lease if the actual time to perform the repairs and restoration exceeds the Repair Estimate, or the actual interruption exceeds the Interruption Estimate.

10.2 Rent Abatement. If Tenant did not cause the damage or destruction under §10.1 and as a result of the damage or destruction, the Premises are rendered untenable for more than five (5) consecutive days, then from the sixth (6th) consecutive day Tenant's Base Rent and Additional Rent shall be abated to the extent that the Premises are untenable. Such abatement shall terminate upon Tenant's occupancy of the restored Premises, but in any event not later than the thirtieth (30th) day after completion of Landlord's required repairs and restoration of the Premises and that portion of the Building necessary for Tenant's occupancy of the Premises. Tenant's sole remedy will be the abatement of Base Rent and Additional Rent provided under this §10.2, and Landlord will not be liable to Tenant for any other amount or remedy, including damages to Tenant's Personal Property, consequential damages, actual or constructive eviction, termination of this Lease, or abatement of any other item of Rent.

11. INDEMNITY

11.1 Claims. "Claims" means any and all liabilities, losses, claims, demands, damages or expenses that are suffered or incurred by a party, including attorneys' fees reasonably incurred by that party in the defense or enforcement of the rights of that party.

11.2 Tenant's Indemnity.

- (a) Landlord's Waivers. **LANDLORD WAIVES ANY CLAIMS AGAINST TENANT AND ITS AFFILIATES FOR PERILS INSURED OR REQUIRED TO BE INSURED BY LANDLORD UNDER SUBSECTIONS (2) AND (3) OF §9.2(a), WHICH WAIVER WILL APPLY EVEN IF A CLAIM IS CAUSED IN WHOLE OR IN PART BY THE SOLE NEGLIGENCE, ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT OR ITS AFFILIATES (IT BEING THE EXPRESS INTENT OF LANDLORD AND TENANT TO SHIFT THE RISK OF LIABILITY FOR SUCH CLAIMS TO THE INSURER), EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AFFILIATES.**
- (b) Claims Against Landlord. Unless waived by Landlord under §11.2(a) above, Tenant will indemnify and defend (with counsel reasonably approved by Landlord) Landlord and its Affiliates and hold each of them harmless from and against Claims arising from:
 - (1) Any accident or occurrence on or about the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or its Affiliates;
 - (2) Tenant's or any of its Affiliates' negligence or willful misconduct or that of their agents, contractors, employees or invitees;
 - (3) Tenant's failure to comply with this Lease; or

- (4) Any claim for commission or other compensation by any person other than Landlord's Broker and Tenant's Broker, if any, for services rendered to Tenant in procuring this Lease.

11.3 Landlord's Indemnity.

- (a) Tenant's Waivers. **TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, TENANT WAIVES ANY CLAIMS AGAINST LANDLORD AND ITS AFFILIATES FOR:**

- (1) **PERIL INSURED OR REQUIRED TO BE INSURED BY TENANT UNDER THIS LEASE WHICH WAIVER WILL APPLY EVEN IF A CLAIM IS CAUSED IN WHOLE OR IN PART BY THE SOLE NEGLIGENCE, ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR ITS AFFILIATES (IT BEING THE EXPRESS INTENT OF LANDLORD AND TENANT TO SHIFT THE RISK OF LIABILITY FOR SUCH CLAIMS TO THE INSURER), EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AFFILIATES, AND**
- (2) **DAMAGE CAUSED BY ANY PUBLIC UTILITY, PUBLIC WORK, OTHER TENANTS OR OCCUPANTS OF THE PROJECT, OR PERSONS OTHER THAN LANDLORD.**

- (b) Claims against Tenant. Unless waived by Tenant under §11.3(a) above, Landlord will indemnify and defend Tenant (with counsel reasonably approved by Tenant) and its Affiliates and hold each of them harmless from and against Claims arising from:

- (1) Landlord's or any of its Affiliates' negligence or willful misconduct or that of their agents (to the extent acting within the scope of such agents agency), contractors (to the extent acting within the scope of such contractors contractual authority) or employees (to the extent acting within the scope of such employees contractual authority);
- (2) Landlord's Default of this Lease; or
- (3) Any claim for commission or other compensation by any person other than Tenant's Broker, if any, for services rendered to Landlord in procuring this Lease.

11.4 Affiliates Defined. "Affiliates" means with respect to a party (a) that party's partners, members, shareholders and joint venturers, (b) each corporation or other entity that is a parent or subsidiary of that party, (c) each corporation or other entity that is controlled by or under common control of a parent of such party, and (d) the directors, officers, managers, employees and agents of that party and each person or entity described in this §11.4(a) through (c).

11.5 Survival of Waivers and Indemnities. Landlord's and Tenant's waivers and indemnities under §§11.2 and 11.3 will survive the expiration or early termination of this Lease.

12. CONDEMNATION

12.1 Taking. “Taking” means the acquiring of all or part of the Project for any public or quasi-public use by exercise of a right of eminent domain or under any other law, or any sale in lieu thereof. If a Taking occurs:

- (a) The Lease will terminate as of the date of a Taking if substantially all of the Premises becomes untenable for substantially all of the remaining Term because of the Taking.
- (b) If the Lease is not terminated under §12.1(a), Landlord shall restore or alter the Premises after the Taking to be tenantable, unless Landlord reasonably determines that it will be uneconomical to do so, in which case Landlord may terminate the Lease upon sixty (60) days prior written notice to Tenant.
- (c) If the Lease is not terminated under §12.1(a), more than twenty percent (20%) of the Premises is untenable because of the Taking, Tenant cannot operate Tenant’s business for the Use in the Premises after such Taking, and Landlord is unable to provide Tenant with comparable premises in the Project, then Tenant may terminate the Lease upon sixty (60) days prior written notice to Landlord.
- (d) If the Lease is not terminated under §12.1(a), (b) or (c), the Rent payable by Tenant will be reduced for the term of the Taking based upon the rentable area of the Premises made untenable by the Taking.

12.2 Awards. Landlord is entitled to the entire award for any claim for a Taking of any interest in this Lease or the Project, without deduction or offset for Tenant’s estate or interest; however, Tenant may make a claim for relocation expenses and damages to Tenant’s Personal Property and business to the extent that Tenant’s claim does not reduce Landlord’s award.

13. TENANT TRANSFERS

13.1 Terms Defined.

- (a) Transfer Defined. “Transfer” means any:
 - (1) Sublease of all or part of the Premises, or assignment, mortgage, hypothecation or other conveyance of an interest in this Lease;
 - (2) Use of the Premises by anyone other than Tenant with Tenant’s consent;
 - (3) Change in Tenant’s form of organization (e.g., a change from a partnership to limited liability company);
 - (4) Transfer of fifty-one percent (51%) or more of Tenant’s assets, shares (excepting shares transferred in the normal course of public trading), membership interests, partnership interests or other ownership interests; or
 - (5) Transfer of effective control of Tenant.

13.2 Prohibited Transfers. Tenant may not enter into any Transfer if such Transfer will result in any portion of the Rent not constituting “rents from real property” with respect to Landlord, within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the “Code”). In particular, Tenant may not enter into a Transfer (a) that provides for rent or other compensation based in whole or in part on the net income or profits from the business operated in

the Premises, or (b) if the proposed transferee is directly or indirectly related to the Landlord under Section 856, et seq. of the Code. Any such Transfers shall be considered null, void and of no force or effect.

13.3 Consent Not Required. If Tenant is not in Default or breach of this Lease, Tenant may effect a Transfer to a Permitted Transferee without Landlord's prior consent, but with notice to Landlord prior to the Permitted Transferee's occupancy. "Permitted Transferee" means any person or entity that:

- (a) Either (1) controls, is controlled by, or is under common control with Tenant (for purposes hereof, "control" shall mean ownership of not less than fifty percent (50%) of all of the voting stock or legal and equitable interest in the entity in question), (2) results from the merger or consolidation of Tenant, or (3) acquires all or substantially all of the stock and/or assets of Tenant as a going concern;
- (b) Has a tangible net worth immediately following the Transfer not less than the greater of (1) Tenant's tangible net worth immediately before the Transfer, or (2) Tenant's tangible net worth as of the execution of this Lease; and
- (c) Will not, by occupying the Premises, cause Landlord to breach any other lease or other agreement affecting the Project.

13.4 Consent Required. Each proposed Transfer other than those prohibited under §13.2 or permitted under §13.3 requires Landlord's prior written consent, in which case the parties will proceed as follows:

- (a) Tenant's Notice. Tenant shall notify Landlord at least thirty (30) days prior to the proposed Transfer of the name and address of the proposed transferee and the proposed use of the Premises, and include with the notice copies of the proposed Transfer documents, including, without limitation, the proposed assignment of lease or proposed sublease document, as applicable, and copies of the proposed transferee's balance sheets and income statements (both current and for the past two (2) years), as well as such other information as may be reasonably required by Landlord. LANDLORD WILL HAVE NO OBLIGATION TO REVIEW A PROPOSED TRANSFER OR TO CONSENT OR DENY CONSENT TO A PROPOSED TRANSFER UNTIL ALL ITEMS AND INFORMATION SET FORTH ABOVE IN THIS §13.4(a) HAVE BEEN PROVIDED TO LANDLORD.
- (b) Landlord's Rights. Within thirty (30) days after receipt of Tenant's complete notice and all items required under §13.4(a), Landlord may either:
 - (1) If the proposed Transfer is either an assignment of this Lease or sublease of substantially all of the Premises, terminate this Lease as of the proposed Transfer date;
 - (2) If the proposed Transfer is a sublease of all of the Premises or any part of the Premises that will be separately demised and have its own entrance from the Common Areas, exercise a right of first refusal to sublease such portion of the Premises at the lesser of (A) the Rent (prorated for subletting part of the Premises), or (B) the rent payable in the proposed Transfer; or

- (3) Provide written consent, or deny consent, to the proposed Transfer, consent not to be unreasonably withheld, conditioned or delayed if:
 - (A) The proposed transferee, in Landlord's reasonable opinion, has the financial capacity to meet its obligations under the proposed Transfer;
 - (B) The proposed use is consistent with the Use and will not cause Landlord to be in breach of any lease or other agreement affecting the Project;
 - (C) The proposed transferee is typical of tenants that directly lease premises in first-class office buildings;
 - (D) The proposed transferee is not an existing tenant or an Affiliate of an existing tenant, or a party with which Landlord is actively negotiating to lease space in the Building (or has, in the last six (6) months, been actively negotiating to lease space in the Building); and
 - (E) Tenant is not in Default under this Lease.
- (c) Compelling Consent. If Landlord does not consent to a Transfer, Tenant's sole remedy against Landlord will be an action for specific performance or declaratory relief, and Tenant may not terminate this Lease or seek monetary damages.

13.5 Payments to Landlord. Tenant shall pay Landlord one hundred percent (100%) of Transfer receipts that exceed Tenant's Rent (on a per square foot basis); after Tenant is reimbursed for Tenant's reasonable and customary out-of-pocket costs incurred in the Transfer, including attorneys' fees, Alterations, and broker commissions. Tenant shall pay Landlord a One Thousand Dollar (\$1,000) review fee, and Landlord's reasonable attorneys' fees, for each proposed Transfer, excepting those in which Landlord exercises its rights under subsection (1) or (2) of §13.4(b).

13.6 Effect of Transfers. No Transfer will release Tenant or any guarantor of this Lease from any Lease obligation. Landlord's acceptance of a payment from any person or entity other than Tenant that occupies the Premises does not waive Tenant's obligations under this Article 13. If Tenant is in Default of this Lease, Landlord may proceed against Tenant without exhausting any remedies against any transferee and may require (by written notice to any transferee) any transferee to pay Transfer rent owed Tenant directly to Landlord (which Landlord will apply against Tenant's Lease obligations). Termination of this Lease for any reason will not result in a merger. Each sublease will be deemed terminated upon termination of this Lease unless Landlord notifies the subtenant in writing of Landlord's election to assume any sublease, in which case the subtenant shall attorn to Landlord under the executory terms of the sublease. Any Transfer or attempted Transfer in violation of the provisions of this Article 13 shall be void and of no force and effect.

14. LANDLORD TRANSFERS

14.1 Landlord's Transfer. Landlord's right to transfer any interest in the Project or this Lease is not limited by this Lease. Upon any such transfer, Tenant will attorn to Landlord's transferee and Landlord will be released from liability under this Lease, except for any Lease obligations accruing before the transfer that are not assumed by the transferee.

14.2 Subordination. This Lease is, and will at all times be, subject and subordinate to each ground lease, mortgage, deed to secure debt or deed of trust now or later encumbering the

Project or any portion thereof, including each renewal, modification, supplement, amendment, consolidation or replacement thereof (each, an “Encumbrance”). Within ten (10) business days of Landlord’s request, Tenant will, without charge, execute, acknowledge and deliver to Landlord (or, at Landlord’s request, the Encumbrance holder) any instrument reasonably necessary to evidence this subordination. If Tenant fails to execute and deliver such instrument within said ten (10) business day period, and such failure continues for a period of five (5) days after Landlord delivers a second written notice requesting Tenant to execute such instrument, a Tenant Default shall be deemed to have occurred (notwithstanding any other notice and cure periods set forth in this Lease). Notwithstanding the foregoing, each Encumbrance holder may unilaterally elect to subordinate its Encumbrance to this Lease.

14.3 Attornment. Upon written request of a Successor Landlord (as such term is defined below), Tenant will attorn to any transferee of Landlord’s interest in the Project that succeeds Landlord by reason of a termination, foreclosure or enforcement proceeding of an Encumbrance, or by delivery of a deed in lieu of any foreclosure or proceeding (a “Successor Landlord”). In this event, the Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant on all of the terms of this Lease, except that the Successor Landlord shall not be:

- (a) Liable for any obligation of Landlord under this Lease, or be subject to any counterclaim, defense or offset accruing before Successor Landlord succeeds to Landlord’s interest;
- (b) Bound by any modification or amendment of this Lease made without Successor Landlord’s written consent, except for any amendment or modification of this Lease pursuant to Tenant’s strict exercise of an express right or option granted to Tenant under this Lease;
- (c) Bound by any prepayment of more than one month’s Rent;
- (d) Obligated to return any Security Deposit not paid over to Successor Landlord; or
- (e) Obligated to perform any improvements to the Premises (or provide an allowance therefor). Upon Successor Landlord’s request, Tenant will, without charge, promptly execute, acknowledge and deliver to Successor Landlord any instrument reasonably necessary required to evidence such attornment.

14.4 Estoppel Certificate. Within ten (10) business days after receipt of Landlord’s written request, Tenant (and each guarantor of the Lease) will execute, acknowledge and deliver to Landlord a certificate upon which Landlord and each existing or prospective Encumbrance holder or prospective purchaser may rely confirming the following (or any exceptions to the following):

- (a) The Commencement Date and Expiration Date;
- (b) The documents that constitute the Lease, and that the Lease is unmodified and in full force and effect;
- (c) The date through which Base Rent, Additional Rent, and other Rent has been paid;
- (d) That neither Landlord nor Tenant is in Default;
- (e) That Landlord has satisfied all Lease obligations to improve the Premises (or provide Tenant an allowance therefor) and Tenant has accepted the Premises;

- (f) That Tenant solely occupies the Premises; and
- (g) Such other matters concerning this Lease or Tenant's occupancy that Landlord may reasonably require.

15. DEFAULT AND REMEDIES

15.1 Default by Tenant.

- (a) Tenant will be in "Default" of this Lease if Tenant either:
 - (1) Fails to pay Rent when due, and the failure continues for three (3) business days after Landlord notifies Tenant in writing of this failure (Tenant waiving any other notice that may be required by law);
 - (2) Fails to perform or comply with a non-monetary Lease obligation of Tenant (other than those obligations described in §15.1(a)(3) through (5), below), and the failure continues for thirty (30) days after Landlord notifies Tenant in writing of this failure, but:
 - (A) In an emergency Landlord may require Tenant to perform this obligation in a reasonable time of less than thirty (30) days, or
 - (B) If it will reasonably take more than thirty (30) days to perform this obligation, then Tenant will have a reasonable time not exceeding thirty (30) additional days to perform this obligation, but only if Tenant commences performing this obligation within ten (10) business days after Landlord notifies Tenant of this failure;
 - (3) Consummates a Transfer that violates Article 13;
 - (4) Fails, within fifteen (15) days after it occurs, to discharge any attachment or levy on Tenant's interest in this Lease; or
 - (5) Fails, within sixty (60) days after it occurs, to have vacated or dismissed any appointment of a receiver or trustee of Tenant's assets (or any Lease guarantor's assets), or any voluntary or involuntary bankruptcy or assignment for the benefit of Tenant's creditors (or any Lease guarantor's creditors).

15.2 Landlord Remedies.

- (a) Upon the occurrence of any Default by Tenant, Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised without further notice to or demand (except those expressly required to constitute a Default) upon Tenant and which may be pursued successively or cumulatively as Landlord may elect:
 - (1) Landlord may re-enter the Premises and attempt to cure any Default of Tenant, in which event Tenant shall, upon demand, reimburse Landlord as Additional Rent for all reasonable costs and expenses which Landlord incurs to cure such Default;
 - (2) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

- (3) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and
 - (4) Landlord may enforce the provisions of this Lease by a suit or suits in equity or at law for any remedy available to Landlord.
- (b) Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease (subject to the below). In order to regain possession of the Premises and to deny Tenant access thereto, Landlord or its agent may, at the expense and liability of the Tenant, alter or change any or all locks or other security devices controlling access to the Premises. To the extent allowed under the Constitution and laws of the State of Texas and only to the extent "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is not the Tenant entity under this Lease, (i) Landlord may alter or change any or all locks or other security devices controlling access to the Premises without posting or giving notice of any kind to Tenant and Landlord shall have no obligation to provide Tenant a key to new locks installed in the Premises or grant Tenant access to the Premises (ii) Tenant shall not be entitled to recover possession of the Premises, terminate this Lease, or recover any actual, incidental, consequential, punitive, statutory or other damages or award of attorneys' fees, by reason of Landlord's alteration or change of any lock or other security device and the resulting exclusion from the Premises of the Tenant or Tenant's agents, servants, employees, customers, licensees, invitees or any other persons from the Premises and (iii) Landlord may, without notice, remove and either dispose of or store, at Tenant's expense, any property belonging to Tenant that remains in the Premises after Landlord has regained possession thereof; with Tenant acknowledging that the foregoing provisions of this subparagraph of this Lease (if applicable) supersede the Texas Property Code and Tenant further warrants and represents (to the extent allowed under the Constitution and laws of the State of Texas and only to the extent "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is not the Tenant entity under this Lease) that it hereby knowingly waives any rights it may have thereunder. However, if the immediately preceding sentence is prohibited by the Constitution and laws of the State of Texas and "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is the Tenant entity under this Lease, Landlord may only alter or change any or all locks or other security devices controlling access to the Premises pursuant to applicable law. TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND ONLY TO THE EXTENT "BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, AN AGENCY OF THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF ITS MEMBERS" IS NOT THE TENANT ENTITY UNDER THIS LEASE, TENANT EXPRESSLY WAIVES THE SERVICE OF ANY STATUTORY DEMAND OR NOTICE WHICH IS A PREREQUISITE TO

LANDLORD'S COMMENCEMENT OF EVICTION PROCEEDINGS AGAINST TENANT, INCLUDING THE DEMANDS AND NOTICES SPECIFIED IN ANY APPLICABLE STATE STATUTE OR CASE LAW. ADDITIONALLY, TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND ONLY TO THE EXTENT "BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, AN AGENCY OF THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF ITS MEMBERS" IS NOT THE TENANT ENTITY UNDER THIS LEASE, TENANT KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FOLLOWING LANDLORD'S TERMINATION OF THIS LEASE OR THE RIGHT OF TENANT TO POSSESSION OF THE PREMISES PURSUANT TO THE TERMS OF THIS LEASE AND ON ANY CLAIM FOR DELINQUENT RENT WHICH LANDLORD MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION. LANDLORD IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER (IF APPLICABLE).

- (c) If Landlord exercises either of the remedies provided in §§15.2(a)(2) or 15.2(a)(3), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with process of law, and Landlord may remove all occupants and property therefrom, using such force as may be necessary to the extent allowed by law, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing any right given to Landlord hereunder or by operation of law.
- (d) If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent accruing as it becomes due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, Landlord shall make reasonable efforts, in accordance with §15.2(f) hereof, to relet the Premises. In attempting to relet the Premises, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent reasonably deemed by Landlord necessary or desirable, and to the extent allowed under the Constitution and laws of the State of Texas, Tenant upon demand shall pay the reasonable cost of all of the foregoing together with Landlord's reasonable expenses of reletting. The rents from any such reletting shall be applied first (if applicable) to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (including reasonable attorneys' fees and brokers' fees and commissions) and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder.

- (e) If this Lease is terminated by Landlord, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord, which may be then owing and unpaid, and to the extent allowed under the Constitution and laws of the State of Texas, all reasonable costs and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. In addition, to the extent allowed under the Constitution and laws of the State of Texas, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (1) the unamortized portion of any concessions offered by Landlord to Tenant in connection with this Lease, including without limitation Landlord's contribution to the cost of tenant improvements, if any, installed by either Landlord or Tenant pursuant to this Lease or any work letter in connection with this Lease, (2) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate Rent which would have been payable after the termination date had this Lease not been terminated, including, without limitation, the amount projected by Landlord to represent Additional Rent for the remainder of the Term (assuming eight percent (8.00%) annual increases thereto), over the then present value of the then aggregate fair rent value of the Premises for the balance of the Term, such present worth to be computed in each case using the then current discount rate of the Federal Reserve Bank of New York from the respective dates upon which such Rent would have been payable hereunder had this Lease not been terminated, and (3) any damages in addition thereto, including without limitation reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.
- (f) To the extent required by applicable laws, Landlord shall use commercially reasonable efforts to mitigate any damages resulting from a Default by Tenant under this Lease. Landlord's obligation to mitigate damages after a Default by Tenant under this Lease shall be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria: (1) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full, legal and complete possession of the Premises; (2) Landlord shall not be obligated to lease or show the Premises, on a priority basis, or offer the Premises to a prospective tenant when other premises in the Building suitable for that prospective tenant's use are (or soon will be) available; (3) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rent less than the current fair market rent then prevailing for similar uses in comparable buildings in the same market area as the Building, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building; (4) Landlord shall not be obligated to enter into a lease with a Substitute Tenant whose use would: (i) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Building; (ii) adversely affect the reputation of the Building; or (iii) be incompatible with the operation of the Building; and (5) Landlord shall not be obligated to enter

into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion, sufficient financial resources to operate the Premises in a first class manner and to fulfill all of the obligations in connection with the lease thereof as and when the same become due.

- (g) The receipt by Landlord of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.
- (h) In the event of any litigation between Tenant and Landlord to enforce or interpret any provision of this Lease or to enforce any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein.
- (i) All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord with respect to such removal and storage so long as the same is in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term or within ten (10) days' notice from Landlord of the termination of Tenant's right to possession of the Premises, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord by bill of sale with general warranty of title without further payment or credit by Landlord to Tenant.
- (j) To the extent allowed under the Constitution and laws of the State of Texas, for any amounts owed under this §15.2, Landlord may recover interest at the maximum rate permitted under applicable law (the "Default Rate") from the date each amount is due until paid by Tenant.

15.3 Landlord's Default and Remedies.

- (a) Landlord will be in "Default" of this Lease if Landlord fails to perform any Lease obligation of Landlord and this failure continues for thirty (30) days after Tenant notifies Landlord of such failure, or such longer period of time as is reasonable if more than thirty (30) days is reasonably required to perform this obligation, if performance commences within ten (10) business days after Tenant notifies Landlord and is diligently prosecuted to completion.

- (b) If Landlord is in Default, then Tenant may exercise any remedy available under law that (to the extent allowed under the Constitution and laws of the State of Texas and subject to the express terms and conditions of this Lease) is not waived or limited under this Lease, subject to the following:
- (1) Tenant may not terminate this Lease due to any Landlord Default until Tenant notifies each known Encumbrance holder and each known Encumbrance holder is provided a reasonable opportunity to gain legal possession of the Project and, after gaining possession, cure the Default.
 - (2) Landlord's liability under this Lease or for any matter relating to the occupancy or use of the Premises and/or the Project is limited to Landlord's interest in the Building, and if Landlord is comprised of more than one entity, the liability of each entity comprising Landlord shall be several only (not joint) based upon such entity's proportionate share of ownership in the Building.
 - (3) No liability under this Lease is assumed by Landlord's Affiliates.
 - (4) Any liability of Landlord to Tenant (or any person or entity claiming by, through or under Tenant) for any Default by Landlord under this Lease or any matter relating to the occupancy or use of the Premises and/or the Project shall be limited (to the extent allowed under the Constitution and laws of the State of Texas) to Tenant's actual direct, but not consequential, damages therefor.
 - (5) To the extent allowed under the Constitution and laws of the State of Texas and only to the extent "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is not the Tenant entity under this Lease, Tenant hereby waives any statutory lien created or granted pursuant to Section 91.004 of the Texas Property Code.

15.4 Enforcement Costs. If Landlord or Tenant brings any action against the other to enforce or interpret any provision of this Lease (including any claim in a bankruptcy or an assignment for the benefit of creditors), the prevailing party shall recover from the other reasonable costs and attorneys' fees incurred in such action. The term "prevailing party" is defined to mean the party who obtains a determination of wrongful conduct by the other party regardless of whether actual damages are awarded.

15.5 Waiver of Jury Trial. TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND ONLY TO THE EXTENT "BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, AN AGENCY OF THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF ITS MEMBERS" IS NOT THE TENANT ENTITY UNDER THIS LEASE, LANDLORD AND TENANT EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER CONCERNING ANY MATTER RELATED TO THIS LEASE.

15.6 Force Majeure. If either party shall be delayed in, or prevented from, the performance of any act or service required under this Lease, by reason of strikes, inability to procure

materials, failure of power, restrictive governmental laws or regulations, riot, insurrection war, terrorism, fire, flood, pandemic, epidemic, quarantine, national or regional emergency, governmental order or action, or any act of God, or other reasons of a similar or dissimilar nature which are beyond the reasonable control of the party (“Force Majeure”), then the performance of any such act or service shall be excused for the period of the resulting delay. Notwithstanding the foregoing, this paragraph shall not be applied so as to excuse or delay (a) payment of any monies from one party to the other, including Rent, or (b) performance of obligations which can be cured by the payment of monies.

15.7 Landlord’s Lien. [INTENTIONALLY DELETED]

16. SECURITY DEPOSIT

16.1 Deposit. [INTENTIONALLY DELETED]

16.2 Refund. [INTENTIONALLY DELETED]

17. MISCELLANEOUS

17.1 Rules and Regulations. Tenant will comply with the Rules and Regulations attached as EXHIBIT C. Landlord may reasonably modify or add to the Rules and Regulations upon notice to Tenant. If the Rules and Regulations conflict with this Lease, the Lease shall govern.

17.2 Notice. Notice to Landlord must be given to Landlord’s Notice Addresses. Notice to Tenant must be given to Tenant’s Notice Addresses. By notice to the other, either party may change its Notice Address. Each notice must be in writing and must be: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, or (b) hand delivered by local courier or national overnight delivery service (e.g., Federal Express). Notice sent by certified mail, postage prepaid, shall be effective two (2) business days after being deposited in the United States Mail; notices sent by hand delivery or overnight courier shall be effective one (1) business day after being deposited with the courier service.

17.3 Relocation. Landlord may relocate Tenant to other premises in the Building (“New Premises”) upon not less than thirty (30) days notice, provided that the New Premises is comparably sized for Tenant’s use. If Landlord elects to relocate Tenant under this § 17.3, then Landlord will, at Landlord’s cost, construct leasehold improvements in the New Premises of at least comparable quality to those existing in the Premises, move Tenant’s personal property from the Premises to the New Premises, relocate Tenant’s existing telephone and computer systems, and replace up to Five Hundred Dollars (\$500) of any in-stock stationery identifying the Premises.

17.4 Building Name. Tenant shall not use the Building’s name or image for any purpose, other than Tenant’s address. Landlord may change the name of the Building without any obligation or liability to Tenant.

17.5 Entire Agreement. This Lease is deemed integrated and contains all of each party’s representations, waivers and obligations. The parties may only modify or amend this Lease in a writing that is fully executed and delivered by both parties.

17.6 Counterparts. This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument. The counterparts of this Lease may be executed by electronic signatures and may be delivered electronically by any party

to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

17.7 Successors. Unless provided to the contrary elsewhere in this Lease, this Lease binds and inures to the benefit of each party's heirs, successors and permissible assignees.

17.8 No Waiver. A party's waiver of a breach of this Lease will not be considered a waiver of any other breach. No custom or practice that develops between the parties will prevent either party from requiring strict performance of the terms of this Lease. No Lease provision or act of a party creates any relationship between the parties other than that of landlord and tenant.

17.9 Independent Covenants. The covenants of this Lease are independent. A court's declaration that any part of this Lease is invalid, void or illegal will not impair or invalidate the remaining parts of this Lease, which will remain in full force and effect.

17.10 Captions. The use of captions, headings, boldface, italics or underlining is for convenience only, and will not affect the interpretation of this Lease.

17.11 Authority. Individuals signing this Lease on behalf of either party represent and warrant that they are authorized to bind that party.

17.12 Applicable Law/Venue. THIS LEASE IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, REGARDLESS OF ITS CONFLICTS PROVISION OR CHOICE OF LAW RULES. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Tenant will be in the county in which the primary office of the chief executive officer of Tenant is located.

17.13 Confidentiality. Tenant will not record this Lease or a memorandum of this Lease without Landlord's prior written consent. Unless required by the Constitution and/or the laws of the State of Texas, as part of any required approval process pursuant to the Constitution and/or the laws of the State of Texas and/or any open records request pursuant to the Constitution and/or the laws of the State of Texas, Tenant will keep the terms of this Lease confidential and may not disclose the terms of this Lease to anyone other than Tenant's Affiliates to the extent necessary to Tenant's business.

17.14 Reasonableness. To the extent allowed under the Constitution and laws of the State of Texas, Tenant's sole remedy for any claim against Landlord that Landlord has unreasonably withheld or unreasonably delayed any consent or approval shall be an action for injunctive or declaratory relief.

17.15 Time. Time is of the essence as to all provisions in this Lease in which time is a factor.

17.16 Quiet Enjoyment. So long as Tenant is not in Default, Tenant shall have the right to peacefully and quietly enjoy the Premises for the Term, subject to the terms of this Lease, matters of record, and rights of other tenants of the Project.

17.17 Right to Enter Premises. Upon not less than 24 hours' notice (which, notwithstanding anything in this Lease to the contrary, in this instance may be provided to the following email address(es): kmccuistion@tamus.edu), Landlord may enter the Premises at any reasonable time to inspect the Premises, show the Premises to prospective lenders, purchasers or tenants, or perform Landlord's duties under this Lease. Notwithstanding the foregoing, such notice shall not be required for emergencies or to provide Building services.

17.18 Lender Approval. [INTENTIONALLY DELETED]

17.19 Exhibits. The exhibits attached to this Lease are incorporated herein. If any exhibit is inconsistent with the terms of this Lease, the provisions of this Lease will govern.

17.20 Financial Statements. [INTENTIONALLY DELETED]

17.21 No Light, Air or View Easement. This Lease does not create, nor shall Tenant have, any easement, express or implied, or any other right for light, air or view to or from the Premises. Any reduction or blockage of light, air or view by any structure which may be erected after the Execution Date shall in no way effect this Lease, the obligations of Tenant hereunder or impose any additional liability on Landlord.

17.22 DTPA Waiver. TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND ONLY TO THE EXTENT “BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, AN AGENCY OF THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF ITS MEMBERS” IS NOT THE TENANT ENTITY UNDER THIS LEASE, TENANT HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT’S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER (IF APPLICABLE).

17.23 Waiver of Tax Protest. TO THE EXTENT ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND ONLY TO THE EXTENT “BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, AN AGENCY OF THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF ITS MEMBERS” IS NOT THE TENANT ENTITY UNDER THIS LEASE, TENANT HEREBY WAIVES ALL RIGHTS TO PROTEST THE APPRAISED VALUE OF THE PROJECT OR APPEAL THE SAME AND ALL RIGHTS TO RECEIVE NOTICES OF REAPPRAISALS SET FORTH IN SECTIONS 41.413 AND 42.015 OF THE TEXAS TAX CODE.

17.24 Suite Identification Signage. Landlord agrees to provide Building Standard suite identification signage at or near the main door accessing the Premises in a location and with the size, color, and other aesthetics determined by Landlord in its sole and absolute discretion (“Suite Signage”). Subject to the foregoing, Landlord will provide Tenant with Building Standard Suite Signage at Landlord’s cost and expense.

17.25 Building Directory Signage. Landlord agrees that so long as it maintains any type of Building directory signage generally identifying the tenants of the Building (“Directory Signage”) located in the lobby of, or elsewhere in the Building, Tenant shall have the right to have its name placed on such Directory Signage along with other tenants, with the size, color, and other aesthetics of both the Directory Signage and Tenant's designation thereon to be determined by Landlord in its sole and absolute discretion. Subject to the foregoing, Landlord will provide Tenant with Building Standard Directory Signage at Landlord’s cost and expense.

17.26 Accessibility. Landlord shall, as an Expenses, be responsible for ADA (defined below) compliance for the core areas of the Building (including elevators, Common Areas, and service areas), the Building’s parking facilities and all points of access into the Building. Tenant shall, at its expense, be responsible for ADA compliance in the Premises, including restrooms on any

floor now or hereafter leased or occupied in its entirety by Tenant, its Affiliates or transferees. Landlord shall not be responsible for determining whether Tenant is a public accommodation under ADA; such determinations, if desired by Tenant, shall be the sole responsibility of Tenant. The term “ADA” as used herein shall mean the Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation (“TDLR”); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.* Landlord represents that, to Landlord’s current and actual knowledge, it has received no written notice from any governmental authority of competent jurisdiction of any violation in the Premises of any laws regulating ADA.

17.27 Debarment. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord represents and warrants, to the best of its current and actual knowledge and belief, that neither Landlord nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord must provide prompt written notice to Tenant if, at any time during the Term, Landlord learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties in this §17.27 are a material representation of fact upon which reliance was placed when entering into this Lease. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, if it is later determined (by a court of competent jurisdiction) that Landlord knowingly made a false representation in this §17.27, in addition to other remedies available to Tenant, Tenant may terminate this Lease upon written notice to Landlord, provided that prior to exercising such rights or remedies, Tenant shall provide Landlord prior written notice of its intent to excise such rights or remedies, and then Landlord shall have 30 days after such notice to cure such false representation (to extent reasonably possible).

17.28 Right to Audit. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord, must at all times during the Term of this Lease, at Landlord's sole cost (subject to applying such costs as Expenses, to the extent allowed under this Lease), retain reasonably accurate and reasonably complete financial records, supporting documents, and any other records or books directly relating to this Lease (but not otherwise). Landlord must retain these records for a period commencing on the Commencement Date and ending on the earliest of (i) seven years after the expiration of this Lease, (ii) seven years after the date Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is no longer the Tenant entity under this Lease, or (iii) the date Tenant or the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), is satisfied that all audit, claim, and litigation matters are resolved. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease and only during the period described above, Landlord must grant access (whether via hard

copies accessed in the location Landlord retains such records or electronic copies sent to Tenant and/or the Auditor – as determined by Landlord) to all the above-described books, records, and documents directly relating to this Lease (but not otherwise) for purposes of inspecting, monitoring, auditing, or evaluating by Tenant and the Auditor.

17.29 Debts or Delinquencies. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord acknowledges the applicability of the terms, conditions and provisions set forth in Section 2252.903, *Texas Government Code*.

17.30 Limitations. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, nothing in this Lease will be construed as a waiver or relinquishment by Tenant of its right to claim such exemptions, privileges, and immunities as may be provided by law. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, there are or may be constitutional and statutory limitations on the authority of Tenant to enter into certain terms and conditions in this Lease, including, but not limited to, those terms and conditions relating to liens on Tenant’s property; disclaimers and limitations of warranties; disclaimers, limitations and releases of liability; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; providing a defense to another party; liability for acts or omissions of third parties; payment of attorneys’ fees and costs; mandatory insurance requirements; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and so long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, any terms and conditions related to the Limitations will not be binding on Tenant except to the extent authorized by the Constitution and laws of the State of Texas. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, neither the execution of this Lease by Tenant nor any other conduct, action, or inaction of any representative of Tenant relating to this Lease constitutes or is intended to constitute a waiver of Tenant’s or the State’s sovereign immunity to suit.

17.31 Franchise Tax Certification. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord certifies, to its current and actual knowledge, that (i) it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or (ii) Landlord is exempt from the payment of such taxes or that Landlord is an out-of-state corporation or limited liability company that is not subject to such taxes, whichever is applicable.

17.32 Certifications regarding Boycotting Israel. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, pursuant to Chapter 2271, *Texas Government Code*, Landlord certifies that Landlord: (a) to its current and actual knowledge, does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Lease. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord acknowledges this Lease may be terminated and payment withheld if this certification is inaccurate.

17.33 Child Support. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, Landlord acknowledges that a child support obligor who is more than 30 days delinquent in paying child support under the laws of the State of Texas (*i.e.*, such child support is owed in the State of Texas) and a business entity in which such obligor is a sole proprietor, partner, shareholder of at least ten percent, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from the State of Texas’s funds under an agreement to provide property, materials, or services until all arrearages have been paid or such obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. So long as “Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members” is the Tenant entity under this Lease, under Section 231.006, *Texas Family Code*, Landlord (i) certifies, to its current and actual knowledge, that the individual or business entity named as Landlord in this Lease is not ineligible to receive payment from the State of Texas and (ii) acknowledges that this Lease may be terminated and payment may be withheld if this certification is inaccurate.

HAVING READ AND INTENDING TO BE BOUND BY THE TERMS AND PROVISIONS THEREOF,
LANDLORD AND TENANT HAVE EXECUTED THIS LEASE AS OF THE EXECUTION DATE.

TENANT

BOARD OF REGENTS OF THE TEXAS A&M
UNIVERSITY SYSTEM, AN AGENCY OF THE
STATE OF TEXAS, FOR THE USE AND BENEFIT
OF ITS MEMBERS

By:

Name: John Sharp
Title: Chancellor

LANDLORD

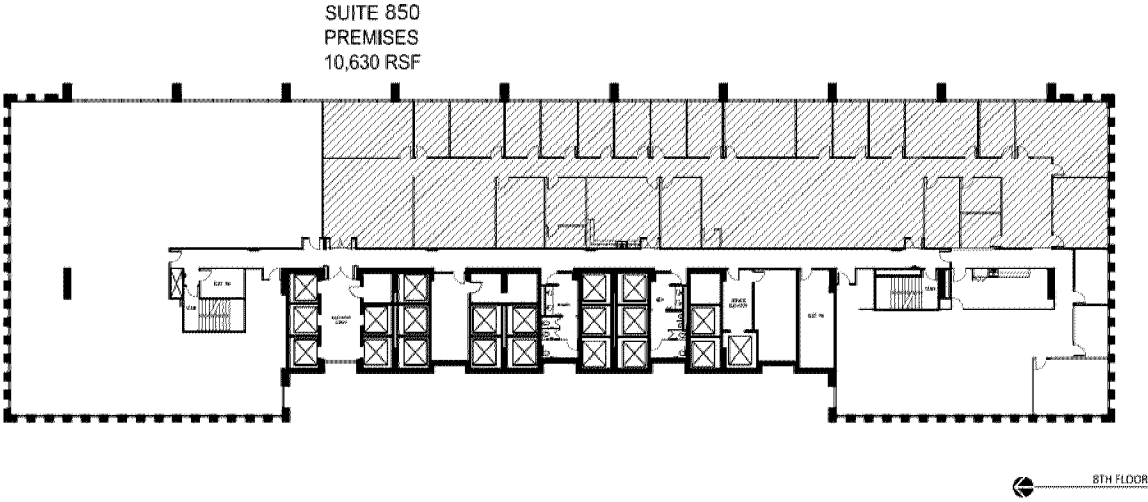
BURNETT CHERRY STREET LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: Burnett Cherry Street Member LLC,
a Texas limited liability company.
Its sole member

By: Eric Zabarkus
Name: Eric Zabarkus
Title: Senior Vice President

EXHIBIT A – LOCATION OF PREMISES

Burnett Plaza • 800 and 801 Cherry Street • Fort Worth, Texas



BURNETT PLAZA

EXHIBIT-A

DATE: 05-11-22 REV: AS NOTED

INTERPRISE

EXHIBIT B – THE LAND

Burnett Plaza • 800 and 801 Cherry Street • Fort Worth, Texas

TOWER TRACT: (ALSO KNOWN AS PARCEL 1) FEE

All of Lot A-R in Block 3 of the Junius W. Smith Addition as it appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records, and those portions of West Seventh Street described as Exhibits A, B, C, D, and E in the deed from the City of Fort Worth to Burnett Plaza Associates, a Texas joint venture, recorded in Volume 7648, Page 1242 of said Deed Records and as hereinafter described as Tracts A-1, A-2, A-3, A-4 and A-5, all situated in the City of Fort Worth in Tarrant County, Texas, and being more particularly bounded and described as follows:

Beginning at a mark “Y” for the Southeast corner of said Lot A-R in the North line of West Tenth Street;

Thence West, along the South line of said Lot A-R and said North line of West Tenth Street 116-25/100 feet to the Southwest corner of said Lot A-R, and also being the point of intersection of the said North line of West Tenth Street and the East line of Cherry Street from which a mark “Y” in concrete bears West 9-8/10 feet;

Thence North, along the West line of said Lot A-R and said East line of Cherry Street, 307-5/10 feet to the Northwest corner of said Lot A-R, and also being the point of intersection of the said East line of Cherry Street and the South line of West Seventh Street, from which a mark “Y” in concrete bears north 3 feet and west 9-8/10 feet;

Thence East, along the North line of said Lot A-R and said South line of West Seventh Street, 21-75/100 feet to the Southwest corner of said Tract A-1;

Thence North 1-5/10 feet to a point for corner;

Thence East 6 feet to a point for corner;

Thence South 1-5/10 feet to a point for corner;

Thence East 10-5/10 feet to the Southwest corner of said Tract A-2;

Thence North 1 foot to a point for corner;

Thence East 5 feet to a point for corner;

Thence South 1 foot to a point for corner;

Thence East 15 feet to the Southwest corner of said Tract A-3;

Thence North 1 foot to a point for corner,

Thence East 5 feet to a point for corner;

Thence South 1 foot to a point for corner;

Thence East 15 feet to the southwest corner for said Tract A-4;

Thence North 1 foot to a point for corner;

Thence East 5 feet to a point for corner;

Thence South 1 foot to a point for corner;

Thence East 13-42/100 feet to the Southwest corner of said Tract A-5;

Thence North 1 foot to a point for corner;

Thence East 5 feet to a point for corner;

Thence South 1 foot to a point for corner;

Thence East 14-58/100 feet to the Northeast corner of said Lot A-R and the Northwest corner of the East half of former alley and part of Burnett Street vacated by City of Fort Worth Council Ordinance No. 8205 and which is to be devoted to pedestrian usage in connection with Burnett Park and from which a mark "Y" in concrete bears North 3 feet;

Thence South, along the East line of said Lot A-R and the West line of said East half of former alley, a distance of 307-5/10 feet to the place of beginning and containing 35,775 square feet, more or less.

TRACTS A-1, A-2, A-3, A-4, AND A-5: FEE

The following described Tracts A-1, A-2, A-3, A-4, and A-5 are those portions of West Seventh Street described as Exhibits A, B, C, D, and E in the deed from the City of Fort Worth to Burnett Plaza Associates recorded in Volume 7648, Page 1242, Tarrant County Deed Records, and are included within the boundary of the Tower Tract (also known as Parcel 1):

TRACT A-1: FEE

A portion of the West Seventh Street which lies North of Lot A-R in Block 3 of Junius W. Smith Addition in the City of Fort Worth in Tarrant County, Texas as said Lot A-R appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Commencing at the Northwest corner of said Lot A-R and the Southwest corner of said City tract, for the intersection of the East line of Cherry Street and the South line of said West Seventh Street; and then run, East, along the common line of said Lot A-R and said City tract for the said South line of West Seventh Street, 21-75/100 feet to the Southwest and beginning corner of the tract being described;

Thence North 1-5/10 feet;

Thence East 6 feet;

Thence South 1-5/10 feet to the said common line of Lot A-R and City tract for the said South line of West Seventh Street;

Thence West, along the said common line of Lot A-R and City tract for the said South line of West Seventh Street, 6 feet to the place of beginning and containing 9 square feet, more or less.

TRACT A-2: FEE

A portion of West Seventh Street which lies North of Lot A-R in Block 3 of Junius W. Smith Addition in the City of Fort Worth in Tarrant County, Texas as said Lot A-R appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Commencing at the Northwest corner of said Lot A-R and the Southwest corner of said City tract, for the intersection of the East line of Cherry Street and the South line of said West Seventh Street; and then run, East, along the common line of said Lot A-R and said City tract for the said South line of said Lot A-R and said City tract for the said South line of West Seventh Street, 38-25/100 feet to the Southwest and beginning corner of the tract being described;

Thence North 1 foot;

Thence East 5 feet;

Thence South 1 foot to the said common line of Lot A-R and City tract for the said South line of West Seventh Street;

Thence West, along the said common line of Lot A-R and City tract for the said South line of West Seventh Street, 5 feet to the place of beginning and containing 5 square feet, more or less.

TRACT A-3: FEE

A portion of West Seventh Street which lies north of Lot A-R in Block 3 of Junius W. Smith Addition in the City of Fort Worth in Tarrant County, Texas as said Lot A-R appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Commencing at the Northwest corner of said Lot A-R and the Southwest corner of said City tract, for the intersection of the East line of Cherry Street and the South line of said West Seventh Street; and then run, East, along the common line of said Lot A-R and said City tract for the said South line of West Seventh Street, 58-25/100 feet to the Southwest and beginning corner of the tract being described;

Thence North 1 foot;

Thence East 5 feet;

Thence South 1 foot to the said common line of Lot A-R and City tract for the said South line of West Seventh Street;

Thence West, along the said common line of Lot A-R and City tract for the said South line of West Seventh Street, 5 feet to the place of beginning and containing 5 square feet, more or less.

TRACT A-4: FEE

A portion of West Seventh Street which lies North of Lot A-R in Block 3 of Junius W. Smith Addition in the City of Fort Worth in Tarrant County, Texas as said Lot A-R appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Commencing at the Northwest corner of said Lot A-R and the Southwest corner of said City tract, for the intersection of the East line of Cherry Street and the South line of said West Seventh Street; and then run, East, along the common line of said Lot A-R and said City tract for the said South line of West Seventh Street, 78-25/100 feet to the Southwest and beginning corner of the tract being described;

Thence North 1 foot;

Thence East 5 feet;

Thence South 1 foot to the said common line of Lot A-R and City tract for the said South line of West Seventh Street;

Thence West, along the said common line of Lot A-R and City tract for the said South line of West Seventh Street, 5 feet to the place of beginning and containing 5 square feet, more or less.

TRACT A-5: FEE

A portion of West Seventh Street which lies North of Lot A-R in Block 3 of Junius W. Smith Addition in the City of Fort Worth in Tarrant County, Texas as said Lot A-R appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Commencing at the Northwest corner of said Lot A-R and the Southwest corner of said City tract, for the intersection of the East line of Cherry Street and the South line of said West Seventh Street; and then run, East, along the common line of said Lot A-R and said City tract for the said South line of West Seventh Street, 96-67/100 feet to the Southwest and beginning corner of the tract being described;

Thence North 1 foot;

Thence East 5 feet;

Thence South 1 foot to the said common line of Lot A-R and City tract for the said South line of West Seventh Street;

Thence West, along the said common line of Lot A-R and City tract for the said South line of West Seventh Street, 5 feet to the place of beginning and containing 5 square feet, more or less.

GARAGE TRACT: (ALSO KNOWN AS PARCEL 2) FEE

A portion of Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas described as Parcel 1 (not to be confused with the Tower Tract, which is denominated for purposes of this description as Parcel 1) in that certain deed to Burnett Plaza Associates recorded in Volume 7143, Page 151 of the Tarrant County Deed Records (which parcel is hereinafter called the "Original Garage Tract") and those portions of West Seventh Street and West Tenth Street described as Exhibits F, G, H, I and J in the deed from the City of Fort Worth to Burnett Plaza Associates, a Texas joint venture, recorded in Volume 7648, Page 1242 of said Deed Records and as hereinafter described in Tracts A-6, A-7, A-8, A-9 and A-10, all situated in the City of Fort Worth in Tarrant County, Texas, and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Lot A-R in Block 3 of the Junius W. Smith Addition as it appears upon the map recorded in Volume 388-145, Page 59 of said Deed Records and then run, South 89 degrees 54 minutes 33 seconds West, crossing Cherry Street, 59-91/100 feet to the East line of said Block One (10 feet South no degrees 05 minutes 27 seconds East from the Northeast corner of said Block One) and being at the point of intersection of the West line of said Cherry Street and the South line of West Seventh Street for the Northeast and beginning corner of the parcel being described;

Thence continuing South no degrees 05 minutes 27 seconds East along the East line of said Block One and the West line of Cherry Street, a distance of 309-5/10 feet to a point for corner being the intersection of the said West line of Cherry Street and the North line of West Tenth Street and being 13 feet North no degrees 05 minutes 27 seconds West from the Southeast corner of said Block One and from said point for corner of the Garage Tract (also known as Parcel 2) a tack in a lead plug set in concrete bears South no degrees 05 minutes 27 seconds East, 3-5/10 feet and North 89 degrees 54 minutes 33 seconds East, 3 feet;

Thence South 89 degrees 54 minutes 33 seconds West, parallel with the South line of said Block One along the North line of West Tenth Street, a distance of 149 feet to the Northeast corner of said Tract A-10;

Thence South no degrees 05 minutes 27 seconds East 0-75/100 of a foot to a point for corner;

Thence South 89 degrees 54 minutes 33 seconds West 4 feet to a point for corner;

Thence North no degrees 05 minutes 27 seconds West 0-75/100 of a foot to a point for corner;

Thence South 89 degrees 54 minutes 33 seconds West 10 feet to the Northeast corner of Tract A-9;

Thence South no degrees 05 minutes 27 seconds East 0-83/100 of a foot to a point for corner;

Thence South 89 degrees 54 minutes 33 seconds West 2 feet to a point for corner;

Thence North no degrees 05 minutes 27 seconds West 0-83/100 of a foot to a point for corner;

Thence South 89 degrees 54 minutes 33 seconds West 10-42/100 feet to the Northeast corner of Tract A-8;

Thence South no degrees 05 minutes 27 seconds East 1-08/100 feet to a point for corner;

Thence South 89 degrees 54 minutes 33 seconds West 2-5/10 feet to a point for corner;

Thence North no degrees 05 minutes 27 seconds West 1-08/100 feet to a point for corner,

Thence South 89 degrees 54 minutes 33 seconds West 22-08/100 feet to the Southwest corner of the Original Garage Tract, being the point of intersection of the North line of West Tenth Street and the East line of Macon Street and also being in the West line of said Block One and being 13 feet North no degrees 05 minutes 27 seconds West of the Southwest corner Block One, and from which a tack in lead plug set in concrete bears South no degrees 05 minutes 27 seconds East, 3-5/10 feet and South 89 degrees 54 minutes 33 seconds West 5 feet;

Thence North no degrees 05 minutes 27 seconds West, along the West line of said Block One and the East line of Macon Street, 309-5/10 feet to the Northwest corner of the Original Garage Tract, being the point of intersection of the said East line of Macon Street and the South line of West Seventh Street and also being 10 feet South no degrees 05 minutes 27 seconds East from the Northwest corner of said Block One, and from which a tack in lead plug set in concrete bears North 5 feet and West 5 feet;

Thence North 89 degrees 54 minutes 33 seconds East, parallel with the North line of said Block One along the South line of West Seventh Street, 97 feet to the Southwest corner of Tract A-7;

Thence North no degrees 05 minutes 27 seconds West 0-75/100 of a foot to a point for corner;

Thence North 89 degrees 54 minutes 33 seconds East 4 feet to a point for corner;

Thence South no degrees 05 minutes 27 seconds East 0-75/100 of a foot to a point for corner;

Thence North 89 degrees 54 minutes 33 seconds East 50 feet to the Southwest corner of Tract A-6;

Thence North no degrees 05 minutes 27 seconds West 0-75/100 of a foot to a point for corner;

Thence North 89 degrees 54 minutes 33 seconds East 4 feet to a point for corner;

Thence South no degrees 05 minutes 27 seconds East 0-75/100 of a foot to a point for corner;

Thence North 89 degrees 54 minutes 33 seconds East 45 feet to the place of beginning and containing 61,913 square feet, more or less.

TRACTS A-6, A-7, A-8, A-9, and A-10: FEE

The following described Tracts A-6, A-7, A-8, A-9, and A-10 are those portions of West Seventh Street and West Tenth Street described as Exhibits F, G, H, I and J in the deed from the City of Fort

Worth to Burnett Plaza Associates recorded in Volume 7648, Page 1242, Tarrant County Deed Records, and are included within the boundary of the Garage Tract (also known as Parcel 2):

TRACT A-6: FEE

A portion of West Seventh Street which lies within Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 920, Page 376 of the Tarrant County Deed Records;

Commencing at the Northeast corner of Parcel 1 (herein called the "Original Garage Tract") described in the deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records and the Southeast corner of said City tract, for the intersection of the South line of West Seventh Street and the West line of Cherry Street; and then run, West, along the common line of the Original Garage Tract and said City tract, for the said South line of West Seventh Street, 45 feet to the Southeast and beginning corner of the tract being described;

Thence West, continuing along said common line and said South line of West Seventh Street, 4 feet;

Thence North 0-75/100 of a foot;

Thence East 4 feet;

Thence South 0-75/100 of a foot to the place of beginning and containing 3 square feet, more or less.

TRACT A-7: FEE

A portion of West Seventh Street which lies within Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 920, Page 376 of the Tarrant County Deed Records;

Commencing at the Northeast corner of Parcel 1 (herein called the "Original Garage Tract") described in the deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records and the Southeast corner of said City tract, for the intersection of the South line of West Seventh Street and the West line of Cherry Street; and then run, West, along the common line of the Original Garage Tract and said City tract, for the said South line of West Seventh Street, 99 feet to the Southeast and beginning corner of the tract being described;

Thence West, continuing along said common line and said South line of West Seventh Street, 4 feet;

Thence North 0-75/100 of a foot;

Thence East 4 feet;

Thence South 0-75/100 of a foot to the place of beginning and containing 3 square feet, more or less.

TRACT A-8: FEE

A portion of West Tenth Street which lies within Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract described in the deed to City of Fort Worth recorded in Volume 2421, Page 283 of the Tarrant County Deed Records;

Commencing at the Southwest corner of Parcel 1 (herein called the "Original Garage Tract") described in the deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records and the Northwest corner of said City tract, for the intersection of the North line of West Tenth Street and the East line of Macon Street; and then run, East along the common line of the Original Garage Tract and said City tract for the said North line of West Tenth Street, 22-08/100 feet to the Northwest and beginning corner of the tract being described;

Thence East, continuing along said common line and said North line of West Tenth Street, 2-50/100 feet;

Thence South 1-08/100 of a foot;

Thence West 2-50/100 feet;

Thence North 1-08/100 of a foot to the place of beginning and containing 3 square feet, more or less.

TRACT A-9: FEE

A portion of West Tenth Street which lies within Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 2421, Page 283 of the Tarrant County Deed Records;

Commencing at the Southwest corner of Parcel 1 (herein called the "Original Garage Tract") described in the deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records and the Northwest corner of said City tract, for the intersection of the North line of West Tenth Street and the East line of Macon Street; and then run, East along the common line of the Original Garage Tract and said City tract for the said North line of West Tenth Street, 35 feet to the northwest and beginning corner of the tract being described;

Thence East, continuing along said common line and said North line of West Tenth Street, 2 feet;

Thence South 0-83/100 of a foot;

Thence West 2 feet;

Thence North 0-83/100 of a foot to the place of beginning and containing 2 square feet, more or less.

TRACT A-10: FEE

A portion of West Tenth Street which lies within Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract described in the deed to the City of Fort Worth recorded in Volume 2421, Page 283 of the Tarrant County Deed Records;

Commencing at the Southwest corner of Parcel 1 (herein called the "Original Garage Tract") described in the deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records and the Northwest corner of said City tract, for the intersection of the North line of West Tenth Street and the East line of Macon Street; and then run, East along the common line of the Original Garage Tract and said City tract for the said North line of West Tenth Street, 47 feet to the Northwest and beginning corner of the tract being described;

Thence East, continuing along said common line and said North line of West Tenth Street, 4 feet;

Thence South 0-75/100 of a foot;

Thence West 4 feet;

Thence North 0-75/100 of a foot to the place of beginning and containing 3 square feet, more or less.

STREET TRACT: (ALSO KNOWN AS PARCEL 3) FEE

A portion of Block One of Jennings West Addition in the City of Fort Worth in Tarrant County, Texas, all of Cherry Street between said Block One and Lot A-R in Block 3 of Junius W. Smith Addition as it appears upon the map recorded in Volume 388-145, Page 59 of the Tarrant County Deed Records, the North 1/2 of West Tenth Street adjoining the South line of Block One and Lot A-R crossing Cherry Street, the East 1/2 of Macon Street adjoining the West line of said Block One from the middle of said West Tenth Street to the middle of West Seventh Street and the South 1/2 of said West Seventh Street adjoining the North line of said Block One and said Lot A-R crossing said Cherry Street, and being more particularly bounded and described as follows:

Beginning at a mark "Y" in concrete plug for the southeast corner of said Lot A-R in the North line of said West Tenth Street;

Thence South 30 feet to a point in the middle of said West Tenth Street, being equidistant from the said Southeast corner of Lot A-R and the North line of Block 4 of said Junius Smith Addition;

Thence West, along the said middle of street, 116-25/100 feet to a point equidistant from the Southwest corner of said Lot A-R and the Northwest corner of said Block 4;

Thence South 89 degrees 54 minutes 21 seconds West, crossing Cherry Street, 59-37/100 feet to a point equidistant from the North line of the South line of said West Tenth Street;

Thence South 89 degrees 54 minutes 33 seconds West, along the middle of said West Tenth Street, at 200 feet pass a point equidistant from said North line and South line of West Tenth Street and continuing, in all, 230 feet to a point in the middle of Macon Street, being in the intersection of Macon Street and West Tenth Street;

Thence North no degrees 05 minutes 27 seconds West, along the said middle of Macon Street, 377-48/100 feet to the middle of West Seventh Street;

Thence North 89 degrees 54 minutes 10 seconds East, along the said middle of West Seventh Street, at 30 feet pass a point equidistant from the South and North lines of said West Seventh Street and continue, in all, 207-08/100 feet to a point equidistant from said street lines;

Thence North 89 degrees 54 minutes 33 seconds East, along the said middle of West Seventh Street, 22-92/100 feet to a point 40 feet Northerly from the said South line of said West Seventh Street;

Thence South 89 degrees 59 minutes 26 seconds East, along the middle of said West Seventh Street, 125-26/100 feet to a point equidistant from the North line of said Lot A-R and the Southwest corner of Block 103 of Original Town of Fort Worth;

Thence North 89 degrees 52 minutes East, along the said middle of West Seventh Street, 50-96/100 feet to a point in said West Seventh Street equidistant from the North line of said Lot A-R and the South line of Block 103 of Original Town of Fort Worth;

Thence South 40 feet to the Northeast corner of said Lot A-R in the South line of said West Seventh Street from which a mark "Y" in concrete bears north 3 feet;

Thence West, along the North line of said Lot A-R and said South line of West Seventh Street, 8-25/100 feet to the Southeast corner of the tract described in the deed to the City of Fort Worth recorded in Volume 950, Page 145 of the said Deed Records;

Thence North, along the East line of said City tract 10 feet to its Northeast corner;

Thence West, along the North line of said City tract 108 feet to its Northwest corner;

Thence South, at 10 feet pass the Northwest corner of said Lot A-R, along the West line of said City tract, to and along the West line of said Lot A-R, being the said East line of Cherry Street, 317-5/10 feet to the Southwest corner of said Lot A-R being also the point of intersection of the said East line of Cherry Street and the North line of West Tenth Street;

Thence East, along the South line of said Lot A-R, being the said North line of West Tenth Street, 116-25/100 feet to the place of beginning and containing 116,393 square feet, more or less of which 65,502 square feet are within said Block One and tract described in the deeds to the City of Fort Worth recorded in Volume 920, Page 376, Volume 2421, Page 283 and Volume 2458, Page 98 of the said Deed Records, leaving 50,891 square feet within said streets.

SAVE AND EXCEPT

That portion of said Block One described as Parcel 1 (not to be confused with the Tower Tract, which is denominated for purposes of this description as Parcel 1) in that certain deed to Burnett Plaza Associates recorded in Volume 7143, Page 152 of the said Deed Records (which parcel is hereinafter called the "Original Garage Tract"), being a part of the afore described Garage Tract, and a portion of West Seventh Street as described in the deed to the City of Fort Worth recorded in Volume 920, Page 376 of the said Deed Records and a portion of said West Tenth Street as described in the deeds to the City of Fort Worth recorded in Volume 2421, Page 283 and Volume 2458, Page 98 of the said Deed Records, being more particularly bounded and described as follows:

Beginning at the Northeast corner of said Block One and said City tract recorded in Volume 920, Page 376 of the said Deed Records;

THENCE South no degrees 05 minutes 27 seconds East, at 10 feet pass the Northeast corner of the Original Garage Tract, to and along the East line of the Original Garage Tract and the West line of said Cherry Street, to and along the East line of said City tract recorded in Volume 2458, Page 98 of the said Deed Records, 332-5/10 feet to the Southeast corner of said City tract recorded in Volume 2458, Page 98 of the said Deed Records;

Thence South 89 degrees 54 minutes 33 seconds West, along the South line of said City tract recorded in Volume 2458, Page 98 of the said Deed Records, to and along the South line of said City

tract recorded in Volume 2421, Page 283 of the said Deed Records, 200 feet to its Southwest corner and the Southwest corner of said Block One;

Thence North no degrees 05 minutes 27 seconds West, along the West line of the said Block One and said City tract recorded in Volume 2421, Page 283, to and along the West line of the Garage Tract (also known as Parcel 2), being the East line of said Macon Street, at 13 feet pass the Southwest corner of the Original Garage Tract, in all 322-5/10 feet to the Northwest corner of the Original Garage Tract, being the intersection of the said East line of Macon Street and the South line of said West Seventh Street;

Thence North 89 degrees 54 minutes 33 seconds East, along the North line of the Garage Tract (also known as Parcel 2), being the said South line of West Seventh Street, 97 feet to the Southwest corner of Tract A-7;

Thence North no degrees 05 minutes 27 seconds West 0-75/100 of a foot to a point for corner;

Thence North 89 degrees 54 minutes 33 seconds East, 3 feet to a point for corner;

Thence North no degrees 05 minutes 27 seconds West 9-25/100 feet to the Northwest corner of said City tract recorded in Volume 920, Page 376 of the said Deed Records;

Thence North 89 degrees 54 minutes 33 seconds East, along the North line of said City tract 100 feet to the place of beginning and containing 65,502 square feet, more or less.

TUNNEL TRACT: (ALSO KNOWN AS PARCEL 4)

All easements, rights, benefits, and privileges in favor of Burnett Plaza Associates, as created by and more particularly set forth, in that certain agreement captioned "Tunnel Agreement" between Burnett Plaza Associates, a Texas joint venture, and InterFirst Bank Fort Worth, NA, a national banking association, dated November 15, 1983, recorded in Volume 7668, Page 266 of the Deed Records of Tarrant County, Texas, covering the following described property:

Part of Block 103 of Original Town of Fort Worth in Tarrant County, Texas; and embracing a portion of the tract (the "Bank Tract") described in the deed to The First National Bank of Fort Worth recorded in Volume 4755, Page 225 of the Tarrant County Deed Records; and portions of West Seventh Street and Burnett Street adjacent to said Block 103, being more particularly bounded and described as follows:

Commencing at a galvanized spike for the Southwest corner of the said Block 103 and Bank Tract; and then run, North 89 degrees 43 minutes East, along the South line of the said Block 103 and Bank Tract, being the North line of Seventh Street, 26-23/100 feet to the beginning corner of the tract being described;

Thence North no degrees 17 minutes west 22-5/10 feet to a point for corner;

Thence North 89 degrees 43 minutes East 57-24/100 feet to a point for corner;

Thence North no degrees 17 minutes West 5 feet to a point for corner;

Thence North 89 degrees 43 minutes East 53-5/10 feet to a point for corner;

Thence South no degrees 17 minutes East 5 feet to a point for corner;

Thence North 89 degrees 43 minutes East 10-07/100 feet to the East line of said Block 103 and the East line of said Bank Tract, being also the West line of Burnett Street;

Thence North 89 degrees 43 minutes East 55-63/100 feet to a point for corner;

Thence North 59 degrees 58 minutes East 5-03/100 feet to a point for corner;

Thence South 30 degrees 02 minutes East 20-5/10 feet to a point for corner;

Thence South 59 degrees 58 minutes West 10-48/100 feet to a point for corner;

Thence South 89 degrees 43 minutes West 49-36/100 feet to the said East line of Block 103 and said East line of Bank Tract, being also the said West line of Burnett Street;

Thence South 89 degrees 43 minutes West 60-29/100 feet to a point for corner;

Thence South no degrees 17 minutes East 2 feet to the said South line of Block 103 and Bank Tract, being also the said North line of West Seventh Street;

Thence South no degrees 17 minutes East 9 feet to a point for corner;

Thence South 89 degrees 43 minutes West 15 feet to a point for corner;

Thence North no degrees 17 minutes West 9 feet to the said South line of Block 103 and Bank Tract, being also the said North line of West Seventh Street;

Thence North no degrees 17 minutes West 2 feet to a point for corner;

Thence South 89 degrees 43 minutes West, parallel to the said South line of said Block 103 and Bank Tract and North line of West Seventh Street, 27-9/10 feet to a point for corner;

Thence South 44 degrees 43 minutes West 2-83/100 feet to the said South line of Block 103 and Bank Tract and said North line of West Seventh Street;

Thence South 44 degrees 43 minutes West 4-24/100 feet to a point for corner;

Thence South no degrees 17 minutes East 77-03/100 feet to the Northeast corner of said Lot A-R;

Thence West, along the North line of said Lot A-R, being the South line of right-of-way of Seventh Street, 20-5/10 feet to a point for corner;

Thence North no degrees 17 minutes West 79-93/100 feet to said South line of Block 103 and Bank Tract and North line of West Seventh Street;

Thence South 89 degrees 43 minutes West, along the said South line of Block 103 and Bank Tract and said North line of West Seventh Street, 3-84/100 feet to the place of beginning and containing 5,965 square feet, more or less.

CONSENT AGREEMENT: (ALSO KNOWN AS PARCEL 5)

All easements, rights, benefits, and privileges in favor of Burnett Plaza Associates, its successors and assigns, as created by, and more particularly described in, those certain agreements captioned "Assignment of Consent Agreement and Consent to Assignment" by and between Burnett Plaza Associates and First National Bank of Fort Worth, and consented to by City of Fort Worth, recorded in Volume 7300, Page 1503, Deed Records, Tarrant County, Texas, as amended and restated in its entirety by that certain "Restated and Amended Consent Agreement" by and between City of Fort Worth and Burnett Plaza Associates, dated December 13, 1982, recorded in Volume 7426, Page 873, Deed Records, Tarrant County, Texas, as amended by "Second Amendment to Consent Agreement" dated May 5, 1983, recorded in Volume 7534, Page 1117, Deed Records, Tarrant County, Texas.

EXHIBIT C – RULES AND REGULATIONS

Burnett Plaza • 800 and 801 Cherry Street • Fort Worth, Texas

1. **Landlord's Entry.** Landlord may enter the Premises at all reasonable hours to perform its obligations under this Lease. During the last twelve (12) months of the Term, Landlord may enter the Premises with reasonable prior notice to Tenant to show the Premises to prospective tenants.

2. **Right to Exclude.** Landlord may require that Tenant, its Affiliates and guests comply with each reasonable security measure that Landlord may establish as a condition entry to the Premises, Building or Project. These measures may include submitting to a search by persons or devices employed by Landlord, presenting an identification card or pass issued by the government, Landlord, or both, being announced to Tenant and accepted as a visitor by Tenant, and signing a register on entry and exit. Any person who cannot comply with these requirements may be excluded from the Project. If Landlord requires a Building pass issued by Landlord as a condition of entry to the Premises, Building or Project, Landlord will furnish a Building pass to all persons reasonably designated by Tenant in writing. Landlord may exclude or expel from the Project any person who, in Landlord's reasonable opinion, is intoxicated or under the influence of alcohol or drugs.

3. **Obstructions.** Tenant will not cause the Common Areas, or sidewalks or driveways outside the Building to be obstructed. Landlord may, at Tenant's expense, remove any such obstruction without prior notice to Tenant.

4. **Trash.** Tenant will place trash in proper receptacles in the Premises provided by Tenant at Tenant's cost, or in Building receptacles designated by Landlord. Tenant may not litter in the Common Areas, or sidewalks or driveways outside the Building.

5. **Public Safety.** Tenant will not throw anything out of doors, windows or skylights, down passageways or over walls. Tenant will not use any fire exits or stairways in the Building except in case of emergency.

6. **Keys and Locks.** Landlord may from time to time install and change locks on entrances to the Project, Building, Common Areas or Premises, and will provide Tenant a number of keys to meet Tenant's reasonable requirements. Additional keys will be furnished by Landlord at Tenant's cost. At the end of the Term, Tenant will promptly return to Landlord all keys for the Building and Premises issued by Landlord to Tenant. Unless Tenant obtains Landlord's prior written consent, Tenant will not add any locks or change existing locks on any door to the Premises, or in or about the Premises. If with Landlord's consent, Tenant installs any lock incompatible with the Building master locking system, Tenant will: relieve Landlord of each Lease obligation that requires access to each affected area; indemnify Landlord against any Claim resulting from forced entry to each affected area in an emergency; and, at the end of the Term, remove each incompatible lock and replace it with a Building Standard lock at Tenant's expense.

7. **Aesthetics.** Unless Tenant obtains Landlord's prior written consent (which may be withheld in Landlord's sole and absolute discretion), Tenant may not:

- (a) Attach any awnings, signs, displays or projections to either the outside walls or windows of the Building, or to any part of the Premises visible from outside the Premises;

- (b) Hang any non-Building Standard curtains, blinds, shades or screens in any window or door of the Premises;
- (c) Coat or sunscreen the interior or exterior of any windows; or
- (d) Place any objects on windowsills.

8. Directories and Signs. Subject to any space limitations, Tenant will be entitled to listing in the Building's directory in the main lobby, and one (1) Building Standard tenant identification sign (consisting of Tenant's name and suite number) at the entrance to the Premises. The initial lobby directory listing and Premises sign will be at Landlord's cost and expense, and any changes to the listing or sign will be made at Tenant's cost and expense.

9. HVAC Operation. Tenant will not obstruct the HVAC convectors or diffusers, or adjust or interfere with the HVAC system. Tenant will assist the HVAC system in maintaining comfort in the Premises by drawing shades, blinds and other window coverings in the Premises as may be reasonable required. Tenant may not use any method of heating or cooling the Premises other than that supplied by Landlord.

10. Plumbing. Tenant will use plumbing fixtures only for the purpose for which they are constructed. Tenant will reimburse Landlord for any damage caused by Tenant's misuse of plumbing fixtures.

11. Equipment Location. Landlord may specify the location of any of Tenant's Business machines, mechanical equipment or other property that are unusually heavy, may damage the Building, or may cause vibration, noise or annoyance to other tenants. Tenant will reimburse Landlord for any professional engineering certification or assistance reasonably required to determine the location of these items.

12. Bicycles. Tenant may not bring bicycles or other vehicles into the Building or Premises. Bicycles and other vehicles may only be parked in areas designated by Landlord.

13. Animals. No birds, animals, reptiles or any other creatures may be brought into or about the Building other than "service animals". As used herein, the term "service animal" will have the same meaning given to it under the Americans with Disabilities Act ("ADA").

14. Carpet Protection. To protect carpeting in the Premises, Tenant will, at its own expense, install and maintain pads to protect the carpet under all furniture having castors other than carpet castors.

15. Elevators. Any use of the elevators for purposes other than normal passenger use (such as moving to or from the Building or delivering freight), whether during or after Business Hours, must be scheduled through the office of the Property Manager. Tenant will reimburse Landlord for any extra costs incurred by Landlord in connection with any such non-passenger use of the elevators.

16. Moving and Deliveries. Moving of Tenant's Personal Property and deliveries of materials and supplies to the Premises must be made during the times and through the entrances, elevators and corridors reasonably designated by Landlord. Moving and deliveries may not be made through any of the main entrances to the Building without Landlord's prior permission. Any hand truck or other conveyance used in the Common Areas must be equipped with rubber tires and rubber side guards to prevent damage to the Building and its property. Tenant will promptly reimburse

Landlord for the cost of repairing any damage to the Building or its property caused by any person making deliveries to the Premises.

17. Solicitation. Canvassing, soliciting and peddling in the Building are prohibited and Tenant will cooperate in preventing the same.

18. Food. Only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve or distribute food in or around the Project. Except as may be specified in the Lease or on construction drawings for the Premises approved by Landlord, and except for microwave cooking, Tenant will not use the Premises for preparing or dispensing food, or soliciting of orders for sale, serving or distribution of food.

19. Work Orders. Only authorized representatives of Tenant may request services or work on behalf of Tenant. Tenant may not request that Building employees perform any work outside of their duties assigned by Landlord.

20. Smoking. Neither Tenant nor its Affiliates shall smoke or permit smoking in any part of the Project in which Landlord, in Landlord's sole and absolute discretion, prohibits smoking. Landlord may designate the entire Project a no-smoking area, excepting areas in which Landlord, in Landlord's sole and absolute discretion, permits smoking.

21. Rules Applied. These Rules and Regulations apply equally to Tenant's Affiliates and others permitted by Tenant to access, use or occupy the Premises. Landlord shall enforce these Rules and Regulations in a reasonably nondiscriminatory manner, taking prevailing circumstances into account.

22. Weapons Free Zone. The Building and Project is a weapons free environment. No tenant, owner of a tenant, officer or employee of a tenant, visitor of tenant, contractor or subcontractor of tenant, or any other party shall carry weapons (concealed or not) of any kind in the building, or parking areas. This prohibition applies to all areas within the leased premises of tenants and all public areas of the Project, including without limitation, restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, all surface parking areas and the surrounding land related to the Building. Notwithstanding anything in this item #22 to the contrary, this item #22 shall not apply to Tenant so long as "Board of Regents of the Texas A&M University System, an agency of the State of Texas, for the Use and Benefit of Its Members" is the Tenant entity under this Lease.

EXHIBIT D – PARKING

Burnett Plaza • 800 and 801 Cherry Street • Fort Worth, Texas

(1) During the initial Term of this Lease, and any extension thereof, Landlord shall provide to Tenant up to eleven (11) unreserved parking spaces in the Burnett Plaza Garage, eleven (11) unreserved parking spaces in the Surface Lot, and eleven (11) unreserved parking spaces in the Lamar Garage at the monthly rates from time to time determined by Landlord, which as of the Execution Date are \$175.00 for each unreserved parking space in the Burnett Plaza Garage, \$130.00 for each unreserved parking space in the Surface Lot, and \$165.00 for each unreserved parking space in the Lamar Garage. All of such parking spaces will be on or in the Parking Facilities (as defined in §2.6 of the Lease) for the Project and Landlord will issue to Tenant one (1) parking permit for each parking space. Prior to issuance of the parking permits, Tenant must deliver to Landlord a list of automobile license numbers of Tenant's employees who will be using the permits. If any permit is lost, damaged or not returned to Landlord on request, payment of replacement fee must be delivered to Landlord before a replacement permit is issued to Tenant. Tenant shall not have the right to lease or otherwise use more parking spaces than the number set forth in the Basic Lease Provisions; provided, however, subject to availability, Tenant may lease additional parking spaces in the Lamar Garage at the monthly rate. Monthly parking fees shall be due and payable on or before the first day of each month during the Term. Parking charges will not be prorated for partial months at the beginning or end of the Term.

(2) All Tenant parties must comply with all traffic, security, safety, and other rules and regulations promulgated from time to time with respect to the Parking Facilities.

(3) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Facilities regardless of whether such loss or theft occurs when the Parking Facilities or other areas therein are locked or otherwise secured against entry. **Except as caused by the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Facilities or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Parking Facilities and the spaces shall be at the sole risk of Tenant and its employees.**

(4) Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Parking Facilities, the spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

(5) Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Project. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

(6) Landlord shall have the right to temporarily close the Parking Facilities or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking

Facilities. In such event, Landlord will make available alternative parking in reasonable proximity to the Building on a space for space basis.

(7) Tenant shall not assign or sublease any of the spaces without the consent of Landlord. Landlord shall have the right to terminate the parking agreement with respect to any spaces that Tenant desires to sublet or assign.

(8) For each parking space covered under this Lease, Tenant will have one (1) parking permit which may be evidenced and controlled by a parking sticker or other mechanism, device or system specified by Landlord from time to time. With respect to such permits, Tenant covenants and agrees as follows:

- (i) Only one (1) vehicle per permit shall have access to the Parking Facilities.
- (ii) Tenant shall at all times maintain with Landlord a list of permits held by Tenant, which list shall be in form, scope, and substance reasonably satisfactory to Landlord, and shall identify each individual to whom a permit has been issued, the vehicle used by such individual, and the license plate number of such vehicle.
- (iii) Tenant shall immediately report to Landlord any lost permit, and Tenant shall pay Landlord's then current charge for replacement permits. Tenant shall be charged for each permit which is not surrendered to Landlord at the time such surrender is required hereunder.
- (iv) Tenant shall be responsible for any damage to the Parking Facilities caused by any person using a permit which has been issued to Tenant.
- (v) In the event of unauthorized or improper use of a permit, as determined by Landlord in its sole judgment, Landlord may: (i) withdraw the permit and terminate Tenant's right to use the permit, all without terminating or otherwise affecting tenant's responsibilities, obligations, and liabilities under this Lease; and/or (ii) upon notice and 10 days' right to cure (notwithstanding any other notice and cure periods set forth in this Lease), exercise any of Landlord's other rights and remedies against Tenant arising from a Default under this Lease. Notwithstanding the foregoing, however, if such unauthorized or improper use of a permit is made by an employee of Tenant without Tenant's knowledge, consent, or approval, then such employee may be barred by Landlord from using the permit and any parking spaces in the Parking Facilities, and Landlord may permit Tenant to reissue the permit to another employee of Tenant subject to the provisions of this parking agreement.
- (vi) Each permit shall at all times remain the property of Landlord, and Tenant shall surrender all permits to Landlord immediately upon termination of this Lease.

(9) Tenant shall indemnify and hold harmless Landlord from and against all claims, losses, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees and court costs) arising or alleged to arise out of the use of any parking permit issued hereunder. If any of the parking spaces covered by the permits provided to Tenant hereunder become unavailable for use by Tenant at any time or from time to time during the Term of this Lease, whether due to casualty or any other cause, the charges hereunder with respect to the applicable permits shall abate until such spaces again become available for use by Tenant, but otherwise this Lease shall continue in full force and effect.

EXHIBIT E – RIGHT OF FIRST REFUSAL

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Right of First Refusal. Provided this Lease is then in full force and effect and Tenant is in full compliance with the terms and conditions of this Lease, there is no sublease of any portion of the Premises or assignment of any of Tenant's interest in this Lease, and expressly subject and subordinate to the rights of any other tenants in the Building, existing as of the Execution Date and the right of existing tenant of the ROFR Space to renew or otherwise extend the term of its lease for such space (whether pursuant to an option or by negotiation), Landlord hereby grants Tenant a right to lease any adjacent space on the 8th floor and the space on the 9th floor of the Building (the "ROFR Space") in accordance with the following terms and conditions:

(a) If Landlord receives an offer from an unaffiliated third party to lease the ROFR Space, or some portion thereof, for a term in excess of one (1) year, upon terms and conditions and at a rental rate acceptable to Landlord, Landlord shall notify Tenant thereof in writing setting forth the terms and conditions of such offer, and offering to lease the ROFR Space to Tenant upon the financial terms contained in the third party offer (the "ROFR Offer"). Notwithstanding anything to the contrary contained herein, if Landlord's offer from the third party is for more space than the ROFR Space, then Landlord may offer that additional space as a part of the ROFR Offer, and Tenant must elect to lease all of the space set out in the ROFR Notice if Tenant elects to exercise its Right of First Refusal, even if Tenant is required to lease more space than what is included in the ROFR Space. Tenant shall have five (5) business days to accept or reject such offer.

(b) If Tenant rejects such offer or fails to respond within said five (5) business day period, then Landlord shall be entitled to rent said space to such third party on such terms and conditions not materially more favorable than the terms and conditions offered to Tenant, and Tenant's Right of First Refusal shall terminate as to the ROFR Space in question. If Tenant accepts said offer, then Tenant shall have leased such space (and Tenant must lease all of the ROFR Space offered by Landlord) upon the financial terms contained in said ROFR Offer, and upon the other terms and conditions contained in this Lease and for a term coterminous with this Lease. Notwithstanding the foregoing, if Tenant elects to exercise its Right of First Refusal with respect to the 9th floor portion of the Offered Space, Tenant shall have the option to use the existing cubicle furniture located therein.

(c) The Rent for said ROFR Space shall commence on the earlier to occur of (i) thirty (30) days after Tenant first has access to such ROFR Space for the purpose of performing work therein, or (ii) on the date Tenant occupies said ROFR Space for the purpose of conducting business therein (whichever, the "ROFR Space Commencement Date").

EXHIBIT F – OPTION TO EXTEND

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1. Option to Extend. Tenant shall have the option to extend the Term for the entire Premises for one additional period of six (6) months (the "Extended Term") to commence at the expiration of the current Term. Tenant shall exercise an option to extend by delivering written notice (the "Renewal Notice") of such election to Landlord no later than six (6) months prior to the termination of the current Term. The Extended Term shall be upon the same covenants, agreements, terms and conditions that are contained herein for the current Term, as the same shall then be in effect hereunder, except as expressly provided herein to the contrary. Tenant may not exercise an option to extend the Term for the Extended Term if any uncured Default by Tenant then exists.

2. Base Rent During Extended Term. As of the commencement of the Extended Term, the Base Rent rate for the Premises shall be adjusted to the then-current Market Base Rent Rate (hereinafter defined) as of the commencement of the Extended Term. Tenant shall continue to pay Additional Rent as provided in §4.2 of the Lease. Within 30 days of the Renewal Notice, Landlord shall notify Tenant of the Market Base Rent Rate for such Extended Term (the "Rental Notice"). Tenant may accept the terms set forth in the Rental Notice by written notice (the "Acceptance Notice") to Landlord given within 15 days after receipt of the Rental Notice. If Tenant timely delivers its Acceptance Notice, Tenant shall, within 15 days after receipt, execute a lease amendment confirming the Base Rent and other terms applicable during the Extended Term. If Tenant fails timely (i) to deliver its Acceptance Notice or (ii) to execute and return the required lease amendment, then this option to extend shall automatically expire and be of no further force or effect. In addition, this Option to Extend shall terminate upon assignment of the Lease or subletting of all or any part of the Premises.

3. Market Base Rent Rate. Whenever used herein, the term "Market Base Rent Rate" as of any date shall mean (i) the annual base rent rate (excluding that portion of the rate associated with Expenses, Taxes and Electrical Costs) per rentable square foot, and (ii) the associated tenant improvement allowance (which shall include space planning fees) per rentable square foot then being given (if any) in the Building and in comparable Class A office buildings in Fort Worth, Texas, which a willing landlord under no compulsion would agree to accept as of such date from a tenant, and such a willing tenant under no compulsion would agree to pay as of such date, for renewing leases of office space based on a six (6) month term or, in the case of an expansion, for expansions of office space (for a term equal to the then-remaining Term) comparable to the space for which the Market Base Rent Rate is being determined and on a comparable basis (taking into consideration use, location, and/or floor level within the applicable building, rent increases imposed in other leases, rental concessions (such as abatements or lease assumptions), and other relevant considerations).