

Heritage Rock – Leasing Information



Heritage Rock II (2340 W. Interstate 20 Arlington, TX 76017)

Suite 224– 564 square feet

- \$1,505 plus electricity per month for a new 3 year lease.

Suite 226 – 787 square feet

- \$2,100 plus electricity per month for a new 3 year lease.

Suite 224 & 226 Combined – 1,351 square feet

- \$3,380 plus electricity per month for a new 3 year lease.

Building Amenities:

- **State-of-the-Art Conference Room:** All tenants have access to a spacious, fully equipped conference room, available through an easy-to-use online booking system.
- **Janitorial Services:** Interior janitorial services are not included.
- **Comprehensive CAM Charges:** All Common Area Maintenance (CAM) charges are covered in the lease.
- **P.O. Box:** Each suite includes a dedicated P.O. Box for your convenience.
- **Indoor Directory Listing:** Your business will be prominently listed in the building's indoor directory.
- **Backup Power:** Suites are equipped with electrical outlets connected to an alternative electric backup generator to ensure continuous power supply.
- **Monument Signage:** Available on a case-by-case basis, offering prominent visibility for your business.
- **Additional Lease Terms:** Further details are outlined in the actual lease agreement, available below.
- **Website:** www.heritagerockbuilding.com

For more information, please reach out to **Jarod Cox** at jarod@ppdocs.com or **817-784-2050**.

LEASE

Landlord and Tenant, defined below, enter into this lease agreement (this “Lease”) as of the date executed by Landlord on the terms set forth in this Lease.

Definition of Lease Terms

Which, together with “Lease Provisions,” “Schedule I - Building Rules and Regulations,” “Exhibit A - Premises” and “Exhibit B - Improvements” complete this Lease.

Landlord: Heritage Rock Offices , Ltd.
a Texas limited partnership
2310 W. Interstate 20, Ste. 100
Arlington, TX 76017-1668

Tenant:

Building: Heritage Rock II, located at 2340 W. Interstate 20, Arlington, Texas 76017

Commencement Date: Jan. 1, 2017

Premises:

Lease Term: 36 months commencing on the date of execution of this Lease (the “Commencement Date”) and terminating at the end of the 36th full calendar month after the Commencement Date. Rent for any partial month during which the Commencement Date occurs will be prorated.

DRAFT

Basic Rent: \$\$\$ per month, plus Electricity as set forth in Section 3.

Security Deposit: N/A

Lease Provisions

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord the Premises as outlined on the floor plan attached hereto as **Exhibit A** which is part of the Building.

- 1. **TERM.** Tenant hereby leases the Premises from Tenant for the Term, and this Lease will continue for the entire Term, unless sooner terminated as provided in this Lease. In the event this Lease is executed before the Premises become vacant, or any improvements that are the obligation of Landlord as described herein are not completed, or if any present tenant or occupant of the Premises holds over, and Landlord cannot acquire possession of the Premises prior to the Commencement Date, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender same. Landlord hereby waives the payment of rent covering any period prior to tender of possession of the Premises to Tenant hereunder. This lease and term will supersede and replace any prior lease between Landlord and Tenant for same or different space.

2. **BASIC RENT AND SECURITY DEPOSIT.** Except as provided for in this Lease, Tenant will pay to Landlord without deduction or setoff, Basic Rent for each month of the Lease Term. “Rent” means Basic Rent plus all other amounts payable by Tenant under this Lease, and not as an advance payment of rent or a measure of Landlord’s damages. Upon an Event of Default (defined below) or any damage to the Building or Premises caused by Tenant, its employees or invitees, Landlord may, without prejudice to any other remedy, use the Security Deposit to cure such Event of Default or repair any damage. Following any application of the Security Deposit, Tenant will restore the Security Deposit to its original amount upon demand by Landlord. If Tenant is not in default, any remaining balance of the Security Deposit will be returned to the Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and thereafter will have no further liability for the Security Deposit. Rent is due, and must be received by Landlord, by the **first** day of every month, at the address specified by Landlord for rent payments. Landlord and its manager will not accept cash payments. Tenant agrees to pay by check, EFT, cashier’s check, or certified funds, only.
3. **ELECTRICITY.** Landlord will supply to Tenant at Tenant’s expense, electrical current required for normal office use of the Premises. If separately metered or sub-metered, Tenant will pay the actual electrical expense for the Premises. If electricity billing to Landlord includes the entire building, then, as additional Rent, Tenant shall pay Tenant’s share of actual electrical expense of the Building, adjusted for any separately metered portions of the Building. Landlord may estimate future electricity expenses, and Tenant shall pay 1/12th of such estimate monthly, as Additional Rent. Landlord will provide to Tenant annually a reconciliation of actual electricity expenses, and Tenant will pay any deficiency within ten days. Electricity expense will be excluded from Operating Expenses.
4. **LANDLORD’S OBLIGATIONS**
- a. Landlord will furnish to Tenant at Landlord’s expense:
- i. water at those points of supply provided for the general use of tenants of the Building;
 - ii. heated and refrigerated air conditioning in season, at such times as Landlord determines, at temperatures and amounts as reasonably considered necessary by Landlord; service on Saturdays, Sundays, and holidays are optional as reasonably determined by Landlord;
 - iii. janitorial services to the Premises on weekdays, other than holidays and window washing as may, in Landlord’s judgement, be reasonably required;
 - iv. passenger elevators for ingress and egress from the Premises, in common with other tenants;
 - v. replacement of Building standard light bulbs and fixtures as may, in Landlord’s judgement, be reasonably required; and
 - vi. electric lighting for public areas and special service areas of the Building to the extent deemed by the Landlord to be reasonable.
- b. Tenant will pay Landlord’s cost for any excess use of electricity within ten days after being invoiced. Additionally, if the cost of electricity per kilowatt hour (“kwh”) for electricity serving the Building increases by 30% or more from the Commencement Date of this Lease, Landlord may pass through any such increase (including all charges assessed as part of the electricity bill) above the 30% threshold to Tenant based on Tenant’s pro-rata share of the total square footage of the Building. Tenant agrees to pay such charge immediately upon receipt of written notice. Landlord and its management company will calculate said charges, and its determination will be binding on all parties.
- c. Failure to furnish, stoppage, or interruption of these services resulting from any cause will not render Landlord liable in any respect for damages to either person, property or business, or be construed as an eviction of Tenant, work an abatement of rent, or relieve

DRAFT

Tenant from performance of its obligations. Should any equipment furnished by Landlord cease to function properly, Landlord will use reasonable diligence to repair the same promptly. Landlord will not be obligated to furnish these services if Tenant is in default under this Lease.

- d. Landlord will maintain the common areas of the Building in reasonably good order and condition, except for damage caused by a Tenant
5. **IMPROVEMENTS.** Any improvements to be made to Premises at Landlord's expense will be described on **Exhibit B** attached hereto. All other improvements to the Premises will be installed at Tenant's expense only in accordance with plans and specifications and by contractors approved, in writing, by Landlord. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant: (1) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, the Texas Elimination of Architectural Barriers Act, and all rules, regulations, and guidelines promulgated under either of such acts, as amended from time to time (the "**Disabilities Acts**") in the Premises, and (2) Landlord shall bear the risk of complying with the Disabilities Acts in the common areas of the Building, other than compliance that is necessitated by Tenant's particular use of the Premises or improvements or alterations made by Tenant to the Premises (which risk and responsibility shall be borne by Tenant).
6. **RELOCATION.** Landlord may relocate Tenant to space the same size or larger, and the Basic Rent will remain the same regardless of the size of the new space. Landlord may also relocate or renovate common areas in its sole discretion, without any obligation to Tenant.
7. **USE OF PREMISES.** Tenant will use the Premises for office purposes only. Tenant will not permit more than five persons per 1,000 square feet to occupy the premises at any time; use or occupy the Building for any purpose which is unlawful or dangerous; permit the maintenance of any nuisance, disturb the quiet enjoyment of all of the Building, emit offensive odors or conditions in any portions of the Building; sell, purchase, or give away, or permit the sale, purchase or gift of food in the Building, or use any apparatus which might create undue noise or vibrations. Tenant shall not permit anything to be done on the Premises which would increase any insurance rate of the Building or its contents, and if there is any increase, then Tenant agrees to pay such increase promptly upon demand by Landlord; provided however, any such payment will not waive Tenant's duty to comply with this Lease. Landlord and any agent does not represent or warrant that the Premises or Building conform to applicable restrictions, ordinances, requirements, or other matters that may relate to Tenant's intended use or with respect to the presence on, in, or near the Premises of Building of hazardous substances, biological matter (including, but not limited to, mold, mildew and fungi) or materials which are categorized as hazardous or toxic. Tenant accepts the Premises "as is." *Landlord does not make any representations as to the sustainability, condition, layout, footage, expenses, or operation of the Premises except as specifically set forth herein, and tenant expressly acknowledges that no such representations have been made. Landlord makes no other warranties, express or implicit, or merchantability, marketability, or fitness and any implied warranties are hereby expressly disclaimed.* Tenant must satisfy itself that the Premises may be used as Tenant intends by independently investigating all matters related to its intended use. Tenant agrees the terms of the Lease, including its name, may be publicized in press releases and industry publications.
8. **TENANT'S OBLIGATIONS.** Tenant will not damage or permit to be caused any damage to the Building and will pay the cost of repairing any damage done to the Building by Tenant or Tenant's agents, employees, or invitees. Tenant will take good care of the Premises and keep it free of waste and nuisance. Tenant must immediately notify Landlord in writing of any water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks, or any other condition that might pose a hazard to the property, health, or safety. Tenant will keep the Premises and all fixtures in good condition and repair. If Tenant fails to make necessary repairs within 15 days after notice from the Landlord, Landlord may, at its option, make such repairs and Tenant will, upon demand, pay Landlord the cost thereof. At the end of the Term, Tenant will

deliver to Landlord the Premises and all improvements in good repair and condition, and all keys to the Premises in Tenant's possession. Tenant will not make or allow to be made, any alterations, physical additions, or improvements unless as otherwise directed by Landlord and restore the Premises to substantially the same condition as on the Commencement Date. All of Tenant's fixtures, and any personal property not removed from the Premises at the end of the Term, will be presumed to have been abandoned by Tenant and will become the property of the Landlord.

9. **INDEMNITY.** LANDLORD WILL NOT BE LIABLE FOR AND TENANT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, AND ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES, FOR ANY INJURY TO PERSONS OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE PREMISES OR IN OR ABOUT THE BUILDING CAUSED BY THE TENANT, ITS EMPLOYEES, INVITEES, LICENSEES, OR BY ANOTHER PERSON ENTERING THE PREMISES OR THE BUILDING UNDER EXPRESS OR IMPLIED INVITATION OF THE TENANT, OR ARISING OUT OF TENANT'S USE OF PREMISES OR LANDLORD'S MAINTENANCE OF THE PREMISES, OR CAUSED BY FIRE, FLOOD, WATER LEAKS, WIND, ICE, SNOW, HAIL, EXPLOSION, SMOKE, RIOT, STRIKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, ENVIRONMENTAL CONTAMINANTS, OR OTHER OCCURRENCES OR CASUALTY LOSSES. THIS PROVISION IS INTENDED TO WAIVE ANY CLAIMS AGAINST LANDLORD AND ITS AGENTS FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT. THIS WAIVER AND INDEMNITY OBLIGATION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THE LEASE.
10. **MORTGAGES.** Tenant accepts this Lease subordinate to any deeds of trust, mortgages, or other security interests which might now or hereafter constitute a lien upon the Building or the Premises, and will attorn to the lender thereunder, with such attornment to be effective upon lender's acquisition of the Building. Furthermore, such lender, as successor landlord, will not be liable for any act, omission or obligation of any prior landlord, and lender will have the option to reject such attornment. Tenant will, immediately upon request, execute such documents, including but not limited to deed letters and subordination, non-disturbance and attornment agreements, as may be required for the purposes of subordination or verifying this Lease.
11. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Lease by operation of law or otherwise (including without limitation by transfer of stock, merger, or dissolution), mortgage or pledge the same, or sublet the Premises or any part thereof, without prior written consent of Landlord, which Landlord may grant or deny in its sole discretion. Landlord's consent to an assignment or subletting will not release Tenant from any obligation hereunder, and Landlord's consent will be required for any subsequent assignment or subletting. If Tenant desires to assign or sublet the Premises, it will so notify Landlord at least 60 days in advance, and will provide Landlord with a copy of the proposed assignment or sublease and any additional information requested to allow Landlord to make informed judgments as to the proposed transferee. After receipt of notice, Landlord may elect to: (i) Cancel the Lease as to the Premise or a portion thereof proposed to be assigned or subleased; or (ii) Consent to the proposed assignment or sublease; and if the Rent and other consideration payable in respect thereof exceeds the Rent payable hereunder, Tenant will pay to the Landlord such excess within ten days following receipt thereof by Sub-Tenant or (iii) Withhold its consent, which will be deemed to be elected unless Landlord gives Tenant written notice otherwise.
12. **EMINENT DOMAIN.** If the Premises are taken or condemned in whole or in part for public purposes or are sold under threat of condemnation, Landlord may terminate this Lease. Landlord will be entitled to receive the entire award of any condemnation or the proceeds of any sale in lieu thereof.
13. **ACCESS.** Landlord and its agents may, at any reasonable time, enter the Premises to: inspect, supply janitorial or other services; show the Premises to prospective lenders, purchasers or tenants; alter, improve, or repair the Premises or the Building (including erecting scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided the business of Tenant will be interfered with as little as is reasonably

practicable). Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Landlord's entry into the Premises in accordance with this Section 13. Landlord will at all times have a key to the Premises. Landlord may use any means which it deems proper to open any door in an emergency without liability therefor. Landlord reserves the right to prevent access to or close the Building as determined by Landlord for the protection for the Building, its agents, tenants, and visitors.

14. **CASUALTY.** If the Building should be totally destroyed by casualty or if the Premises or the Building be so damaged that Landlord determines that repairs cannot be completed within 120 days after the date of such damage, Landlord may terminate this Lease. Landlord will not be required to rebuild, repair, or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by Tenant in the Premises. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises will be for the sole benefit of the party carrying such insurance.
15. **WAIVER OF SUBROGATION.** Tenant waives every claim that arises or may arise in its favor against the Landlord or any other tenant of the Building during the Term, for any injury to or death of any person or any loss of or damage to any of Tenant's property located within or upon or constituting a part of the Premises, to the extent such injury, death, loss or damage is or could be covered by any insurance policies, whether or not such loss or damage is recoverable thereunder. This waiver will be in addition to, and not in limitation of, any other waiver or release contained in this Lease. Tenant will give to each insurance company, which has issued to it any insurance policy covering the Premises or Tenant's operations, written notice of this waiver and have its insurance policies endorsed, if necessary, to prevent their invalidation. Reason for this waiver is this waiver obligation will survive termination or expiration of the Lease.
16. **HOLDING OVER.** If Tenant fails to vacate at the end of the Term, the Tenant will be a tenant at will and subject to all terms and conditions of the Lease, and in addition to all other damages and remedies available to Landlord may be entitled. Tenant will pay in addition to the Rent, a daily Basic Rent, payable in full in advance each month, equal to the greater of: (a) twice the Basic Rent payable during the last month of the Term, or (b) the prevailing rental rate in the Building for similar space.
17. **TAXES ON TENANT'S PROPERTY.** Tenant will be liable for all taxes levied or assessed against personal property or fixtures placed by Tenant in the Premises. If any such taxes are assessed against Landlord or Landlord's property, Landlord may pay the same, and Tenant will upon demand, reimburse Landlord therefor. Any claim arising against Tenant by Landlord under this provision will be assessed interest at 15% per year until satisfied, but in no event shall such interest be greater than the maximum rate of interest permitted by law.
18. **LANDLORDS LIEN.** In addition to any statutory Landlord's lien, Tenant grants to Landlord a security interest to secure payment of all Rent and performance of all of Tenant's other obligations hereunder, in all equipment, furniture, fixtures, improvements and other personal property now or hereafter located in or on the Premise, and all proceeds therefrom (the "Collateral"). Such Collateral will not be removed from the Premises without Landlord's written consent until all Rent due and all Tenant's other obligations have been performed. In addition to any other remedies, upon an Event of Default, Landlord may exercise the rights afforded a secured party under the Uniform Commercial Code Secured Transactions for the state in which the Building is located. Tenant grants to Landlord a power of attorney to execute and file financing statements and continuation statements necessary to perfect Landlord's security interest, which power is coupled with an interest and will be irrevocable during the Term. Any property left in the Premises at the time of a default, or termination of the Lease for whatever reason, will be deemed abandoned, and after 30 days from default or termination, the Landlord

and its representative may dispose of it by any means they deem appropriate without notice to Tenant.

19. **MECHANIC'S LIENS.** Tenant will not permit any mechanics or other liens to be filed against the Premises or the Building for any work performed, materials furnished or obligation incurred by or at the request of Tenant. Tenant will, within ten days following the imposition of any such lien, cause it to be released of record by payment or posting of a proper bond, failing which Landlord may cause it to be released, and Tenant will immediately reimburse Landlord for all costs incurred in connection therewith. The Tenant's obligations under this Section 19 will survive any termination of or default under the Lease.
20. **EVENTS OF DEFAULT.** Any of the following will constitute an event of default ("**Event of Default**") hereunder:
- a. Any failure by Tenant to pay the Rent when due. Landlord will not be required to provide Tenant with notice of failure to pay Rent.
 - b. Any failure by Tenant to observe and perform any provision of this Lease, other than the payment of Rent, that continues for five days after notice to Tenant; however, an Event of Default will occur hereunder without any obligation of Landlord to give any notice if Landlord has given Tenant notice under this Section 20b at least once during the 12 month interval proceeding such failure by Tenant.
 - c. Tenant or any guarantor of Tenant's obligations hereunder: (1) being unable to meet its obligations as they become due, or being declared insolvent according to any law, (2) having its property assigned for the benefit of its creditors, (3) having a receiver or trustee appointed for itself or its property, (4) having its interest under this Lease levied on under legal process, (5) having any petition filed or other action taken to reorganize or modify its debts or obligations, or (6) having any petition filed or other action taken to reorganize or modify its capital structure if either Tenant or such guarantor is a corporation or other entity.
 - d. The abandonment of the Premises by Tenant which will be conclusively presumed if Tenant is absent from the Premises for ten consecutive days and is late on any payment due Landlord).
21. **REMEDIES.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:
- a. Terminate this Lease by written notice to Tenant, in which event Tenant will immediately surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any claim for damages. If this Lease is terminated, Tenant will pay to Landlord: (1) all Rent accrued through the date of termination, (2) all amounts due under Sections 17, 22, 36, and 37, (3) any unamortized commission paid by Landlord in connection with the Lease, and (4) an amount equal to: (A) the total Rent that tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one-year Treasury bills as published on the nearest the date this lease is terminated by the Wall Street Journal, Southwest Edition, minus (B) the then present fair rental value of the Premises for such period, similarly discounted; provided, however, that in no event will the result of the calculation in this subsection (4) result in an amount less than 50% of the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one-year Treasury bills as published on the nearest the date this lease is terminated by the Wall Street Journal, Southwest Edition.
 - b. Terminate Tenant's right to possession of the Premises without terminating this Lease by written notice to Tenant, in which event Tenant will immediately surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter upon and take possession of the Premises and expel or remove Tenant and

any other person who may be occupying the Premises or any part thereof by changing the door locks or by any other means necessary in Landlord's sole judgement without being liable for prosecution or any claim for damages. If Tenant's right to possession of the Premises is so terminated, Tenant will pay to Landlord: (1) all Rent to the date of termination of possession, (2) all amounts due from time to time under Sections 17, 22, 36, and 37, (3) any unamortized commission paid by Landlord in connection with the Lease, and (4) all Rent required hereunder to be paid by Tenant during the remainder of the Term, minus any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord will use reasonable efforts to relet the Premises on such terms and conditions as Landlord, in its sole discretion, may determine (including a term different from the Term, rental concessions, alterations to, and improvement of, the Premises); however, Landlord will not be obligated to relet the Premises before leasing other portions of the Building. Landlord will not be liable for, nor will Tenant's obligations be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant will not be entitled to any excess obtained by reletting over the Rent due hereunder. Reentry by Landlord will not affect Tenant's obligations for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises will be deemed to be taken under this Section 21b. If Landlord elects to proceed under this Section 21b, it may at any time elect to terminate this Lease under Section 21a.

- c. Change the door locks and deny Tenant access to the Premises until such Event of Default is cured.
- d. Enter the Premises and being liable for prosecution or any claim for damages and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in so doing. Tenant further agrees that Landlord will not be liable for any damages resulting to the Tenant from such action.
- e. Tenant expressly waives notice as to the disposal of any property in the Premises as of default, lockout or termination, which has not been claimed or redeemed within 30 days.

22. **PAYMENT BY TENANT.** Upon any Event of Default, Tenant will pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees) in (a) obtaining possession of the Premises, (b) removing and storing Tenant's or any other occupant's property, (c) repairing, restoring, altering, remodeling or otherwise putting the Premises into a condition acceptable to a new tenant, (d) if Tenant is dispossessed of Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and all other costs incidental to such reletting), (e) performing Tenant's obligations which Tenant failed to perform, and (f) enforcing, advising or executing Landlord of its rights, remedies, and recourses arising out of the Event of Default. After an Event of Default in payment by Tenant (i.e. late payment, a returned check or reversed credit card charge), the Landlord may require that Tenant make future payments by certified check, cashier's check, or money order, for so long as the Landlord may reasonably require.

23. **LANDLORD'S LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease will be limited to Tenant's actual direct, but not consequential, damages therefor and will be recoverable from the interest of Landlord in the Building, and Landlord will not be personally liable for any deficiency. Landlord's reservation of rights under this Lease, such as to enter upon or maintain the Premises, will not be deemed to create any duty on the part of Landlord to exercise any such right. Landlord expressly advises Tenant that

Landlord's intention is that Tenant will have full responsibility for, and will assume all risk, to persons and property while in, on or about the Premises.

24. **SURRENDER OF PREMISES.** No act of Landlord or its agents during the Term will be deemed as acceptance of surrender of the Premises. No agreement to accept surrender of the Premises will be valid unless the same is in writing and signed by the Landlord.
25. **ATTORNEYS FEES.** If Landlord employs an attorney to interpret, enforce or defend any of its rights or remedies hereunder, Tenant will pay Landlord's reasonable attorney's fees incurred in such event.
26. **FORCE MAJEURE.** Whenever a period of time is prescribed for action to be taken by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Landlord.
27. **GOVERNMENTAL REGULATIONS.** Tenant will comply with all laws, ordinances, orders, rules and regulations of all governmental agencies having jurisdiction over the Premises with reference to the use, construction, condition or occupancy of the Premises. Tenant agrees that any cabling installed by or for its use during its occupancy will meet the requirements of all applicable national and local fire and safety codes.
28. **APPLICABLE LAW.** This Lease will be governed by and construed pursuant to the laws of the state in which the Building is located.
29. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
30. **SEVERABILITY.** If any provision of this Lease or the application thereof to any person or circumstance will be invalid or unenforceable in any event, the remainder of this Lease and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.
31. **NOTICES.** Notice or documents required to be delivered hereunder will be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at their respective addresses set forth above, or when sent by facsimile transmission to the respective numbers set forth above, or delivered to Tenant's place of business in the Building, and when sent or delivered by Landlord or his representative, including its Management company for the Building.
32. **DEFINED TERMS AND MARGINAL HEADINGS.** The words "Landlord" and "Tenant" as used herein will include the plural as well as the singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the sections of this Lease are not part of this Lease and will have no effect upon the construction or interpretation of any part thereof. Captions contained herein are for the convenience of reference only and in no way limit or enlarge the terms or conditions of this Lease.
33. **AUTHORITY.** If Tenant executes this Lease as a corporation or other entity, each of the persons executing this Lease on behalf of Tenant personally covenants and warrants that Tenant is duly authorized and validly existing, that Tenant is qualified to do business in the state in which the Building is located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event Tenant provides an email address to Landlord, Tenant agrees that Landlord, its representative and agents may contact Tenant via the address, and deliver marketing information and other announcements to such addressees).
34. **LIQUIDATED DAMAGES.** If the Premises are not ready for occupancy by the Commencement Date, unless delayed by Tenant for any reason, the Basic Rent will not commence until the Premises are ready for occupancy by Tenant. Such allowance for Basic Rent will be in full

settlement for any claim which Tenant might otherwise have by reason of the Premises not being ready for occupancy.

35. **INTEGRATED AGREEMENT.** This Lease contains the entire agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and assigns.
36. **LATE FEE.** If Rent is not received by Landlord on or before the fifth day of any month, Tenant will pay immediately upon written notice from Landlord a late fee equal to 15% of the cumulative amount of Rent due, including Basic Rent and all other amounts payable by Tenant under this Lease, including any charges and previously assessed late fees. Failure by Tenant to make immediate payment of the delinquent Rent plus the late fee will constitute an Event of Default. This provision, expressly, does not relieve the Tenant's obligation to pay Rent on the first of each month and is not a waiver by the Landlord to require payment on the first day of each month.
37. **INTEREST ON SUMS EXPENDED BY LANDLORD.** All sums paid and all expenses incurred by Landlord in performing Tenant's duties hereunder or curing Events of Default will accrue interest at the rate of 15% per annum from the date of payment of such amount by Landlord. In no event, however, will the charges permitted under this Section 37 or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.
38. **INSURANCE.** Tenant will indemnify and hold harmless Landlord from and against any loss, theft, damage or liability relating to any Event of Default or any willful or negligent act on the part of Tenant, its agents, employees, or invitees, or persons permitted on the Premises by Tenant or by Landlord in accordance with Section 38. Tenant agrees to maintain, at Tenant's sole cost and expense, insurance policies covering Tenant's aforesaid indemnity with respect to Tenant's use and occupancy of the Premises, as well as coverage against theft and damage. Such policies will be issued in the name of Tenant and Landlord as their interest may appear, or will contain an "additional insured" endorsement in favor of Landlord and lender, if any, and with limits of liability of at least \$1,000,000.00 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage. Duplicate originals of such policies and endorsements will be delivered to Landlord within 30 days from the execution date hereof. This indemnity and waiver obligation will survive the termination or expiration of the Lease.
39. **RULES.** Tenant will abide by the Building Rules and Regulations attached hereto and made a part hereof on **Schedule I**, which may be reasonably changed or amended, at any time, by Landlord to promote a safe, orderly and professional Building environment.
40. **PARKING.** Tenant and all Tenants' employees will comply with all municipal, subdivisional or other restrictive covenants imposed on Landlord. Vehicles will be towed at owner's expense for any of the following violations: (a) parking in any area other than as specifically designated by Landlord; or (b) lack of a properly displayed parking permit, if issued by Landlord; or (c) parking across stripes marking the parking spaces. Landlord, at its sole discretion, may designate the specific space or area in which vehicles will be parked and may change the same from time to time. Landlord may make, modify, or enforce rules and regulations relating to the parking of vehicles, and Tenant hereby agrees to obey such rules and regulations. Tenant will only use a prorata share of parking spaces as designated by Landlord. In the event the Building does not possess parking, Landlord will not be responsible for providing parking.
41. **WAIVER OF RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES.** After consulting with an attorney of Tenant's own selection, Tenant voluntarily waives its rights against Landlord parties under Deceptive Trade Practices-Consumer Protection Act, Section 17.41, et seq., Texas Business & Commerce Code, a law that gives consumers special rights and protections. Tenant represents and warrants that its attorney was not, directly or indirectly, identified, suggested, identified, suggested, or selected by any Landlord Party.

42. **JURY TRIAL.** Tenant and Landlord each knowingly, voluntarily, and on the advice of counsel: (1) agree not to elect a jury trial in any suit arising out of, or relating to, this Lease or the Project; and (2) waive any present or future right to a jury trial.
43. **NO WAIVER OF DEFAULT; NO ELECTION OF REMEDIES.** No action or inaction by Landlord during the Lease Term will be deemed an acceptance of an attempted surrender of the Premises and no agreement to accept a surrender of the Premises will be valid unless made in writing and signed by Landlord. No re-entry or taking possession of the Premises by Landlord will be construed as an election by the Landlord to terminate this Lease, unless a written notice of termination is given to Tenant.
44. **OPTION TO PERFORM.** Landlord may perform or cause to be performed the obligations of Tenant under this Lease and may enter the Premises, by force if necessary, to accomplish such purpose without terminating this Lease, without being liable to prosecution or any claim for damages therefor. Tenant agrees to reimburse Landlord on demand for any and all costs and expenses which Landlord might incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord will not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.
45. **CONFIDENTIALITY.** Tenant agrees that the terms and conditions of this Lease between Landlord and Tenant are confidential. Any disclosure by Tenant of the terms and conditions of this Lease not authorized in writing by Landlord, of which Landlord has knowledge and proof, shall constitute an Event of Default.

[signatures begin on next page]

DRAFT

LANDLORD:

HERITAGE ROCK OFFICES, LTD.
a Texas limited partnership

By: Heritage Rock Office I, Inc.
its general partner

By: _____
Mike Patterson, President

TENANT:

By: _____

DRAFT

SCHEDULE I

BUILDING RULES AND REGULATIONS

1. No sign, picture, advertisement, object, or notice will be inscribed or displayed on any part of the inside of the Building (including the building directory) or the Premises without the prior written consent of Landlord and Landlord will have the right to remove any such item at the expense of Tenant. All approved signs or lettering on doors and the building directory will be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Tenant will not place anything near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering all exterior windows. Tenant shall not, without written consent of Landlord, cover or otherwise sunscreen any window.
2. The sidewalks, halls, passages, exits, entrances, elevators, stairways, and hallways must remain free of trash and debris, and may not be obstructed by Tenant or used by Tenant for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord will in all cases retain the right to control and prevent access by any person(s) whose presence in the judgment of the Landlord endangers the safety, character, reputation and interests of the Building and its tenants. This provision is not intended to prevent access to persons the Tenant deals with in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. No tenant and no employees or agents of any tenant will go upon the roof of the Building. Tenant will not prop open the entry doors to Building or Premises.
3. No additional locks or bolts of any kind will be placed upon any of the doors or windows of the Premises or the Building by Tenant, nor will any changes be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, return to Landlord all keys to the Premises. If Tenant fails to return any such key, Tenant will pay to Landlord the cost of changing the locks to the Premises if Landlord deems it necessary to change such locks.
4. The toilet rooms, urinals, wash bowls and other apparatus in the Premises or Building will not be used for any purpose other than that of which they were constructed and no foreign substance of any kind whatsoever will be thrown therein.
5. No furniture, freight or equipment of any kind will be brought into the Building without the consent of Landlord and all moving of same into or out of the Building will be done at such time and in such manner as Landlord shall designate. Landlord will have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building and any damage caused by moving or maintaining such safe or other property will be repaired at the expense of Tenant. There will not be used in any space, or in the public halls, of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.
6. Tenant will not employ any person or persons for the purpose of cleaning the Premises without the consent of Landlord. Landlord will be in no way responsible to Tenant for any loss of property from the Premises or other damage caused by Landlord's janitorial service or any other person. Janitorial service will not include the cleaning of carpets and rugs, other than vacuuming.

If the Premises requires more than building standard janitorial service, such excess service will be at Tenant's election and cost.

7. Tenant will only be permitted use as general office space. No boring, cutting or marking of the walls, woodwork or plaster will be permitted without landlord prior written approval. No tenant will occupy or permit any portion of the Premises to be occupied for lodging or sleeping or for any illegal purposes or permit any pet within the Premises or Building.
8. Tenant will not use or keep in the Premises or the Building any combustible fluid or material, including the use of space heaters, and will not permit any open flame, including candles, incense, etc.
9. On Saturdays, Sundays and legal holidays and on any other days between the hours of 6:00 p.m., and 6:30 a.m., Landlord reserves the right to keep all doors to the Building locked, and access to the Building, or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is an employee of the Building or is properly identified as a tenant of the Building. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of natural disaster, hurricane, tornado, evacuation, invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or closure of the Building for the safety of the tenants and protection of property in the Building.
10. Access to the Building and parking may be controlled by the use of electronic card key or by other method deemed necessary by Landlord. Tenant may be issued card keys or other ingress/egress devices and a deposit for each card or device will be paid upon issuance of the cards. In the event that Tenant will damage or lose the card key(s) or device(s), then Tenant's deposit for such card or device will be forfeited, and Tenant will be required to pay another equal deposit.
11. Smoking is prohibited in the Premises, common areas, and within 50 feet of the exterior entrances of the Building at all times.
12. In order to receive a refund of its security deposit, if any, Tenant agrees to provide a forwarding address to Landlord, in writing, on or before the termination date of the Lease. Tenant agrees that it waives any rights and remedies with regard to the security deposit if it fails to provide such forwarding address to Landlord, in writing, on or before the termination date of the Lease, including waiver of the right to receive a refund and to receive a description of damages and charges. Landlord will have 60 days from the date Tenant surrenders the premises and Landlord's receipt of Tenant's forwarding address, to refund the security deposit and/or provide a written description of damages and charges.
13. Landlord reserves the right to charge Tenant, and require payment in advance, for services and/or expenses not required of Landlord under this Lease, or incurred in relation to the Lease. Such charges include, but are not limited to, processing "bounced" checks, changing locks, reviewing and signing lien waivers, lease assignments, sublet documents, providing after hours HVAC rates, etc. A list of charges can be obtained from the Landlord's representative. The charges are based on the cost to the Landlord or its management company to provide the service which is charged for, and are subject to change at any time without notice.

EXHIBIT A
PREMISES

DRAFT

EXHIBIT B
IMPROVEMENTS

Tenant accepts premises on an AS IS basis. No improvements will be performed.

DRAFT