LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of March 4/14/2021, 2021, by and between 2711 LBJ Partners, Ltd., a Texas limited partnership ("Landlord"), and Global Financial & Insurance Services Inc, a Texas corporation ("Tenant").

1. BASIC LEASE INFORMATION. The following Basic Lease Information is incorporated into and made a part of this Lease. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

Premises: Suite No. 730 in the Building. The Agreed Rental Area of the Premises is 2,463 rentable square feet. The Premises are outlined on the plan attached to the Lease as Exhibit "A-1".

Building: a. Name: The "Building" is the structure commonly known as The Meridian located at 2711 LBJ Freeway, Farmers Branch, Texas 75234 and is located on the land more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Land").

b. Agreed Rentable Area of the Building: 227,078 square feet.

c. The Building, the Land, the parking garage located on the Land and serving the Building (the "Garage") and all improvements and appurtenances to the Building, the Garage and the Land are referred to collectively in this Lease as the "Property".

Term: Fifty-one (51) months, commencing February 1, 2021 (the "Commencement Date") and ending at 5:00 p.m. on ~~April 30, 205~~ April 30, 2025 (the "Expiration Date"), subject to adjustment and earlier termination as provided in the Lease.

AC 4/07/2021

Basic Rental:

Months	Annual Rental Rate Per Square Foot	Monthly Rental
1 – 3	$0.00 + Electric	$0.00 + Electric
4– 51	$13.00 +Electric	$2,668.25+Electric

*Electrical Costs. Tenant shall pay to Landlord an amount equal to the product of (i) the cost of all electricity used by the Building ("Electrical Costs"), multiplied by (ii) Tenant's Proportionate Share. Such amount shall be payable monthly based on Landlord's estimate of the amount due for each month, and shall be due on the first day of each calendar month for the Renewal Term unless Landlord has theretofore furnished Tenant with information indicating the amount due, in which event such amount shall be due within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

Security Deposit: $2,668.25

Expenses: As defined in Section 4 of the Lease.

Base Year: The calendar year 2021.

Tenant's Proportionate Share: 1.085% as calculated pursuant to Section 5.A(vi).

Permitted Use: General office purposes consistent with comparable first class office buildings in Dallas County, Texas.

Tenant's Address: Global Financial & Insurance Services
2711 LBJ Freeway, Suite 730

Dallas, Texas 75234
Telephone: _____
Email: amin.chagani@theglobalfinancial.com

Guarantor: N/A

Landlord: 2711 LBJ Partners, Ltd.,
a Texas limited partnership

Landlord's Address: 2711 LBJ Freeway, Suite 150
Farmers Branch, Texas 75234
(For Rent Payments)

10717 Harry Hines Blvd., Suite A
Dallas, Texas 75220
(For all other purposes)

With a copy to:
Transwestern
5001 Spring Valley Road, Suite 600W
Dallas, Texas 75244.

Contact: Transwestern (General Manager)
Telephone: (972) 774-2500.

Brokers: TCS Central Region GP, L.L.C. d/b/a Transwestern (for landlord)

2. LEASE OF PREMISES

A. Grant. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

B. Agreed Rental Area. The agreed rentable area of the Premises is hereby stipulated to be the "Agreed Rentable Area" of the Premises set forth in the Basic Lease Information, irrespective of whether the same should be more or less as a result of minor variations resulting from actual construction or repair of the Premises. The Agreed Rentable Area of the Building is hereby stipulated to be the "Agreed Rentable Area" of the Building set forth in the Basic Lease Information, irrespective of whether the same should be more or less as a result of minor variations resulting from actual construction or repair of the Building.

Inspection and Delivery of Premises. Tenant acknowledges that Tenant has inspected the Premises and subject to Landlord's completion of its obligations under Exhibit C, Tenant hereby accepts the Premises (including the suitability of the Premises for the Permitted Use) for all purposes. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED. Notwithstanding anything in this Lease to the contrary, Landlord shall have no liability in connection with a holdover or failure to vacate the Premises by such current tenant of the Premises. Tenant hereby acknowledges and agrees that Landlord shall not be required to make any modifications or alterations to the Common Area (hereinafter defined), provided that the foregoing shall not relieve Landlord from any of its express repair obligations under this Lease.

C. Completion. Landlord will perform or cause to be performed the work and/or construction of the improvements described in Exhibit C and will use reasonable efforts to substantially complete said improvements by the Commencement Date. If Tenant's Improvements are not substantially complete by the Commencement Date set forth in the Basic Lease Information, for any reason whatsoever, Tenant's sole remedy shall be an adjustment of the Commencement Date and the Expiration Date.

D. Acceptance of Premises Memorandum. Upon substantial completion of the improvements set forth in Exhibit C, Landlord and Tenant shall execute the Acceptance of Premises Memorandum (herein so called) attached hereto as Exhibit D. If Tenant occupies the Premises without executing an Acceptance of Premises Memorandum, Tenant shall be deemed to have accepted the Premises for all purposes and Substantial Completion

shall be deemed to have occurred on the earlier to occur of (i) actual occupancy or (ii) the Commencement Date set forth in the Basic Lease Information.

E. Use of Roof. Landlord reserves the right to use the roof and exterior walls of the Premises, and the area beneath, adjacent to and above the Premises, together with the right to install, use, maintain and replace equipment, machinery, pipes, conduits and wiring through the Premises, which serve other parts of the Building, in a manner and in locations which do not unreasonably interfere with Tenant's use of the Premises. No light, air or view easement is created by this Lease.

3. TERM. The initial term of this Lease shall be the period of time specified in the Basic Lease Information. The initial term shall commence on the Commencement Date (herein so called) set forth in the Basic Lease Information and, unless sooner terminated pursuant to the terms of this Lease, the initial term of this Lease shall expire, without notice to Tenant, on the Expiration Date (herein so called) set forth in the Basic Lease Information. If the Commencement Date is not the first day of a calendar month, then the Term shall be extended by the time between the Commencement Date and the first day of the next month. If this Lease is executed before the Premises become vacant or otherwise available and ready for occupancy by Tenant, or if any present occupant of the Premises holds over and Landlord cannot acquire possession of the Premises before the Commencement Date, then (a) Tenant's obligation to pay Rent hereunder shall be waived until Landlord tenders possession of the Premises to Tenant, (b) the Term shall be extended by the time between the scheduled Commencement Date and the date on which Landlord tenders possession of the Premises to Tenant (which date will then be defined as the Commencement Date), (c) Landlord shall not be in default hereunder or be liable for damages therefor, and (d) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their condition as of the date of such occupancy, subject to the performance of punch-list items that remain to be performed by Landlord, if any. Upon substantial completion of the improvements described in Exhibit C, Tenant shall execute and deliver to Landlord, the Acceptance of Premises Memorandum (herein so called) attached hereto as Exhibit D.

4. RENT.

A. Rent Defined. Basic Rental and Tenant's Proportionate Share of Expenses, late payment fees, interest, "After-Hours Charges", parking fees, and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including, without limitation, any sums payable to Landlord under any addendum, exhibit, rider or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as "Rent".

B. Payment. Tenant shall timely pay all Rent to Landlord, at Landlord's Address (or such other address as Landlord may from time to time designate in writing to Tenant). Basic Rental, adjusted as herein provided, shall be payable monthly in advance. The first monthly installment of Basic Rental shall be payable contemporaneously with the execution of this Lease; thereafter, monthly installments of Basic Rental shall be due on the first day of the second full calendar month of the Term and continuing on the first day of each succeeding calendar month during the Term. Basic Rental for any fractional month at the beginning or end of the Term shall be prorated. Each payment of Rent shall be paid by Tenant when due, without prior demand therefor and without deduction or setoff.

C. Delinquent Payment; Handling Charges. All payments required of Tenant hereunder shall bear interest from the date due until paid at the maximum lawful rate. Alternatively, Landlord may charge Tenant a fee equal to ten percent (10%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 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.

D. Electrical Costs. Tenant shall pay to Landlord (including during the first three (3) Lease Months) an amount equal to the product of (i) the cost of all electricity used by the Building ("Electrical Costs"), multiplied by (ii) Tenant's Proportionate Share. Such amount shall be payable monthly based on Landlord's estimate of the amount due for each month, and shall be due on the Commencement Date and on the first day of each calendar month thereafter unless Landlord has theretofore furnished Tenant with information indicating the amount due, in which event such amount shall be due within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

E. Annual Cost Statement. By April 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Landlord's actual Electrical Costs (such statement may be included in the annual statement provided under Section 5.C below) for the previous year adjusted as provided in Section 4.F. If the annual cost statement reveals that Tenant paid more for Electrical Costs than Tenant's Proportionate Share of Electrical Costs in the year for which such statement was prepared, then Landlord shall promptly reimburse or credit Tenant such excess; likewise, if Tenant paid less than Tenant's Proportionate Share of Electrical Costs, then Tenant shall promptly pay Landlord such deficiency.

F. Adjustments to Electrical Costs. With respect to any calendar year or partial calendar year in which the Building is not occupied to the extent of ninety-five percent (95%) of the rentable area thereof, the Electrical Costs for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building been occupied to the extent of ninety-five percent (95%) of the rentable area thereof.

5. EXPENSES. Tenant shall pay its share of estimated monthly "Expenses" on the first day of each month in advance during the term hereof or otherwise as set forth in this Section. The monthly estimate of Expenses payable by Tenant hereunder shall be one-twelfth (1/12th) the amount by which Landlord's reasonable estimate of Tenant's Proportionate Share of Expenses exceeds Landlord's "Base Year Costs" (as such terms are hereinafter defined).

A. Definitions. As used in this Lease, the following terms have the meanings indicated:

(i) "Landlord's Base Year Costs" means the annualized dollar amount which results from (1) dividing the total Expenses during the Base Year by the Agreed Rentable Area of the Building, and (2) multiplying the resulting sum by the Agreed Rentable Area of the Premises. Such amount constitutes the amount per year which Landlord agrees to pay towards Expenses allocable to the Premises, without reimbursement from Tenant. Landlord's Base Year Costs and Subsequent Year's (as hereinafter defined) Expenses shall be adjusted to be equal to Landlord's reasonable estimate of Expenses assuming at least ninety-five percent (95%) of the total rentable area of the Building was occupied for the entire year, and assuming the Building was fully completed and fully assessed for property tax assessment, maintenance and repair purposes.

(ii) The term "Expenses" means all expenses, costs and fees during any calendar year during the term hereof in connection with or attributable to the Building and Common Area (as described hereinafter), including any parking facilities therein, for:

(a) Electricity, water, gas, sewer, and all other utility services to or for the Building or Common Area, including any utility taxes, fees, charges or other similar impositions paid or incurred by Landlord in connection therewith;

(b) Wages and salaries (including management fees) of all employees engaged in the operation, repair, replacement, maintenance, and security of the Building, including taxes, insurance and benefits relating thereto;

(c) All supplies and materials used in the operation, maintenance, repair, replacement, and security of the Building;

(d) Cost of any insurance or insurance related expense applicable to the Building and Landlord's personal property used in connection therewith;

(e) Cost of repairs, replacements, and general maintenance of the Building;

(f) Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the Building (including, without limitation, alarm service, window cleaning, and elevator maintenance);

(g) Operation, maintenance (including reasonable reserves), security services, replacement for normal wear and tear, repair, restriping or resurfacing of paving, management (including costs of on-site offices and personnel), insurance (including public liability and property damage, rent continuation,

boiler and machinery and extended coverage insurance), and cleaning of the Building and Common Area and all furnishings, fixtures and equipment therein, but excluding the costs of leasing and preparing space for new tenants in the Building, or costs borne solely by Tenant under the Lease. The term "Expenses" includes the annual amortization of costs (including financing at the then prevailing rate, if any) of any equipment, device or improvement required after completion of the Building by governmental authority or incurred as a labor saving measure or to reduce operation or maintenance expenses with respect to the Building and Common Area where such costs are amortized over the useful life thereof and which do not inure primarily to the benefit of any particular tenant; and

(h) All real property taxes and personal property taxes, licenses, charges and assessment which are levied, assessed, imposed or collected by any governmental authority or improvement or assessment district during any calendar year with respect to the Building or Common Area and the land on which the same is located, and any improvements, fixtures, equipment and other property of Landlord, real or personal, located in the Property and used in connection with the operation or maintenance of the Building or Common Area (computed on a cash basis or as if paid in permitted installments regardless of whether actually so paid), as well as any tax which shall be levied or assessed in addition to or in lieu of such taxes (it being acknowledged that because of the passage of laws which limit increases in real property taxes, government agencies may impose fees, charges, assessments or other levies in connection with services previously furnished without charge or at a lesser charge and which were previously paid for in whole or in part, directly or indirectly by real property taxes), and gross excise tax or other similar tax, and any costs or expenses of contesting any such taxes, licenses, charges or assessments, but excluding any federal or state income or gift tax or any franchise, capital stock, estate or inheritance taxes.

(i) "Expenses" shall not include repairs or other work occasioned by fire, windstorm or other insurable casualty; services provided to less than all tenants in the Building; the costs of any capital investments, additions, or improvements to or for the Building or the Property (except as specifically allowed in Section 5.A(ii)(b)); costs attributable to defaults by other tenants, sums reimbursable or compensable by other parties; realtor commissions and fees; legal services and court costs; payments made to any mortgagee of the Property; depreciation; salaries allocable to partners, officers or executive management; alterations and services made for the accommodation of a particular tenant; advertising and promotional expenses.

(iii) The term "Common Area" means that portion of the Property other than the Building and other buildings for lease to tenants which is from time to time designated and improved for nonexclusive, common use by more than one person. The Common Area includes parking facilities in the Property.

Any cost or expense included in Expenses which is attributable to Common Area shall be prorated by Landlord to the Building based on the proportion which the Agreed Rentable Area of the Building bears to the total square footage of all buildings on the Property from time to time or by such other fair and reasonable method of allocation based on use or benefit as Landlord may determine, except that, with regard to taxes, Landlord may use such allocation of taxes among the various parcels in the Property as may have been used by the taxing authority.

(iv) The term "Base Year" shall mean the calendar year set forth in the Basic Lease Information.

(v) The term "Subsequent Year" means the first full calendar year following the Base Year and each calendar year, or part thereof, thereafter occurring during the terms of this Lease.

(vi) The term "Tenant's Proportionate Share" means the proportion which the Agreed Rentable Area of the Premises bears to the Agreed Rentable Area of the Building, which proportion is hereby agreed by Landlord and Tenant to be the percentage set forth in the Basic Lease Information.

B. Payment of Estimated Expenses. Tenant shall pay estimated Expenses to Landlord as follows:

(i) Landlord shall submit to Tenant on or before March 31 of the first Subsequent Year, or as soon thereafter as Landlord has sufficient data, a reasonably detailed statement showing the Expenses for the Base Year.

(ii) For each Subsequent Year, Landlord shall submit to Tenant, prior to January 1 of such Subsequent Year or as soon thereafter as practicable, a reasonably detailed statement showing the estimated Expenses for such Subsequent Year. The determination of estimated Expenses hereunder shall be made by Landlord based upon Landlord's experience with actual costs and projections. Tenant shall pay monthly to Landlord

an amount equal to the excess of (1) the sum of the total annual estimated Expenses multiplied by Tenant's Proportionate Share, minus (2) Landlord's Base Year Costs over, (3) twelve (12) months. If landlord does not submit said statement to Tenant prior to January 1 of any such Subsequent Year, Tenant shall continue to pay its share of estimated Expenses at the then existing rate until such statement is submitted, and thereafter, at the monthly Rent payment date next following the submittal of such statement, shall pay its share of estimated Expenses based on the rate set forth in such statement together with any amounts based on such rate which may have theretofore accrued from January 1 of such subsequent Year. Landlord may revise such estimated Expenses at the end of the calendar quarter, and Tenant shall pay Tenant's Proportionate Share of such revised estimated Expenses after notice thereof as herein provided.

C. Payment of Actual Expenses. Actual Expenses shall be reconciled against payments of estimated Expenses as follows:

(i) On or before March 31 of each Subsequent Year or as soon as Landlord has sufficient data, Landlord shall submit to Tenant a reasonably detailed statement showing the actual Expenses paid or incurred by Landlord during the previous calendar year. If Tenant's Proportionate Share of such actual Expenses is less than the amount of estimated Expenses for such previous year theretofore paid by Tenant, then Landlord shall credit the amount of such difference against estimated and/or actual Expenses which may thereafter be due from Tenant; provided, however, that in no event shall Tenant receive a credit as provided herein for any amount calculated to be less than the Base Year Expenses amount. If Tenant's Proportionate Share of such actual Expenses is more than the amount of the estimated Expenses for such previous year theretofore paid by Tenant, then Tenant shall, at the monthly Rent payment date next following the submittal of such statement to Tenant, pay to Landlord the full amount of such difference.

(ii) The reconciliation of the Expenses paid by Tenant for the calendar year in which this Lease terminates shall be made upon Landlord's submittal to Tenant of the statement of actual Expenses for such calendar year. The estimated and actual Expenses for such calendar year shall be prorated based on the actual number of days in such calendar year that this Lease was in effect, based on a 360-day year, and shall be compared. If pursuant to such comparison it is determined that there has been an underpayment or an overpayment by Tenant for such calendar year, Landlord shall refund the overpayment to Tenant, or Tenant shall pay the amount calculated as owing to Landlord, as the case may be, within thirty (30) days after the submittal of the statement by Landlord. This provision shall survive the expiration or termination of the Lease. If Landlord deems it advisable, Landlord may submit partial year statements pursuant to this Section in order to cause an earlier reconciliation of Expenses for the calendar year in which this Lease terminates.

D. Other Expense Provisions.

(i) Notwithstanding any provision of this Section to the contrary, in at any time during the term of this Lease, any tenant, pursuant to an express provision in its lease and with Landlord's approval, contracts for certain Building or Common Area services to be provided directly to it and at its expense, which services would normally be furnished by Landlord (e.g., janitorial, maintenance, utilities, etc.), then Landlord may make an appropriate equitable adjustment in calculating Tenant's Proportionate Share of Expenses to the end that the cost of the remaining services provided by landlord are shared proportionately by all tenants receiving such services.

(ii) In determining the amount of Expenses hereunder, if less than ninety-five percent (95%) of the rentable are of the Building shall have been occupied by tenants and fully used by them, at anytime during any year of the Lease term, Expenses shall be adjusted by extrapolation to what the Expenses would have been if the Building were ninety-five percent (95%) occupied during such year.

(iii) The computation of Expenses pursuant to this Section is intended to constitute a formula for an agreed sharing of costs by tenants, and may or may not constitute an exact reimbursement to Landlord for costs by Landlord, and for Landlord's administration.

(iv) Any delay or failure of Landlord in computing or billing for Expenses shall not constitute a waiver of, or in any way impair, the obligation of Tenant to pay Expenses hereunder. However, Tenant shall not be charged interest on unpaid Expenses which have accrued during such time that Landlord has failed to submit a statement for such Expenses.

6. SECURITY DEPOSIT. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord, in immediately available funds, the Security Deposit, which shall be held by Landlord without liability for

interest and as security for the performance by Tenant of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined below). Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation which Tenant was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Subject to the requirements of, and conditions imposed by, governmental laws, rules and regulations applicable to security deposits under commercial leases ("Applicable Security Deposit Laws"), Landlord shall, within the time required by Applicable Security Deposit Laws, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by Applicable Security Deposit Laws. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered, or that Landlord reasonably estimates that it will suffer, as a result of any breach of this Lease by Tenant. If Landlord transfers Landlord's interest in the Premises during the Term of this Lease (including any renewal thereof), Landlord shall assign the Security Deposit to the transferee, and upon such transfer and the delivery to Tenant of an acknowledgement of the transferee's responsibility for the Security Deposit as provided by Applicable Security Deposit Laws, Landlord shall have no further liability for the return of the Security Deposit.

7. LANDLORD'S OBLIGATIONS AND RIGHTS.

A. Services. Provided no Event of Default exists, Landlord shall use all reasonable efforts to furnish to Tenant (i) water (hot and cold) at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (iii) janitorial service to the Premises on weekdays other than holidays for Building-standard installations (Landlord reserves the right to bill Tenant separately for extra janitorial service required for non-standard installations) and such window washing as may from time to time in Landlord's judgment be reasonably required; (iv) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during customary business hours and on holidays; (v) replacement of Building-standard light bulbs and fluorescent tubes, provided that Landlord's standard charge for such bulbs and tubes shall be paid by Tenant; and (vi) electrical current during normal business hours other than for special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage. Landlord shall maintain the common areas of the Building in reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents or invitees. If Tenant desires any of the services specified in this Section 7.A at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord the cost of such services within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

B. Excess Utility Use. Landlord shall use reasonable efforts to furnish electrical current for computers, electronic data processing equipment, special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage through the then-existing feeders and risers serving the Building and the Premises, and Tenant shall pay to Landlord the cost of such service within ten (10) days after Landlord has delivered to Tenant an invoice therefor. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (i) a survey of standard or average tenant usage of electricity in the Building performed by a reputable consultant selected by Landlord and paid for by Tenant; or (ii) a separate meter in the Premises installed, maintained, and read by Landlord, at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts or otherwise exceeding Building capacity unless approved in advance by Landlord. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if, in Landlord's sole and absolute judgment, the same are necessary and shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment (other than general office machines, excluding computers and electronic data processing equipment) in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

C. Discontinuance. Landlord's obligation to furnish services under Section 7.A shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations. Landlord may, upon not less than thirty (30)-days' prior written notice to Tenant, discontinue any such service to the Premises, provided Landlord first arranges for a direct connection thereof through the supplier of such service. Tenant shall, however, be responsible for contracting with the supplier of such service and for paying all deposits for, and costs relating to, such service.

D. Restoration of Services; Abatement. Landlord shall use reasonable efforts to restore any service that becomes unavailable; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or, except as provided in the next sentence, entitle Tenant to any abatement of Tenant's obligations hereunder. However, if Tenant is prevented from making reasonable use of the Premises for more than forty-five (45) consecutive days because of the unavailability of any such service, Tenant shall, as its exclusive remedy therefor, be entitled to a reasonable abatement of Rent for each consecutive day (after such forty-five (45)-day period) that Tenant is so prevented from making reasonable use of the Premises.

E. Alteration of the Building. **LANDLORD HEREBY RESERVES THE RIGHT AND AT ALL TIMES SHALL HAVE THE RIGHT TO REPAIR, CHANGE, REDECORATE, ALTER, IMPROVE, MODIFY, RENOVATE, ENCLOSE OR MAKE ADDITIONS TO ANY PART OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, STRUCTURAL ELEMENTS AND LOAD BEARING ELEMENTS WITHIN THE PREMISES) AND TO ENCLOSE AND/OR CHANGE THE ARRANGEMENT AND/OR LOCATION OF DRIVEWAYS OR PARKING AREAS OR LANDSCAPING OR OTHER COMMON AREAS OF THE PROPERTY, ALL WITHOUT BEING HELD GUILTY OF AN ACTUAL OR CONSTRUCTIVE EVICTION OF TENANT OR BREACH OF THE IMPLIED WARRANTY OF SUITABILITY AND WITHOUT AN ABATEMENT OF RENT (THE "RESERVED RIGHT"). WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD'S RESERVED RIGHT SHALL INCLUDE, BUT NOT BE LIMITED TO THE RIGHT TO DO ANY OF THE FOLLOWING:** (i) erect and construct scaffolding, pipe, conduit and other structures on and within and outside of the Premises where reasonably required by the nature of the changes, alterations, improvements, modifications, renovations and/or additions being performed, (ii) perform within and outside of the Premises all work and other activities associated with such changes, alterations, improvements, modifications, renovations and/or additions being performed, (iii) repair, change, renovate, remodel, alter, improve, modify or make additions to the arrangement, appearance, location and/or size of entrances or passageways, doors and doorways, corridors, elevators, elevator lobbies, stairs, toilets or other Common Areas, (iv) temporarily close any Common Area and/or temporarily suspend Building services and facilities in connection with any repairs, changes, alterations, modifications, renovations or additions to any part of the Building, (v) repair, change, alter or improve plumbing, pipes and conduits located in the Building, including without limitation, those located within the Premises or the Common Area, and (vi) repair, change, modify, alter, improve, renovate or make additions to the Building central heating, ventilation, air conditioning, electrical, mechanical or plumbing systems. When exercising the Reserved Right, Landlord will interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable.

8. IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE.

A. Improvements; Alterations. Improvements to the Premises shall be installed at the expense of Tenant only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. After the initial Tenant improvements are made, no alterations or physical additions in or to the Premises may be made without Landlord's prior written consent. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Premises without the prior written consent of Landlord. All alterations, additions, or improvements (whether temporary or permanent in character, and including without limitation all air-conditioning equipment and all other equipment that is in any manner connected to the Building's plumbing system) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property at the end of the Term and shall remain on the Premises without compensation to Tenant. Approval by Landlord of any of Tenant's drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for the cost of all work required to comply with the retrofit requirements of the Americans with Disabilities Act of 1990 and the Texas Accessability Standards, and all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time (collectively, "Disability Laws"), necessitated by any installations, additions, or alterations made in or to the Premises at the request of or by Tenant or by Tenant's use of the Premises (other than retrofit work whose cost has been particularly identified as being payable by Landlord in an instrument signed by Landlord and Tenant).

B. Landlord's Obligation to Maintain and Repair. Landlord shall (subject to Sections 14 and 15 and except for ordinary wear and tear) maintain the exterior walls and roof and load bearing elements of the Building. Except for load bearing elements of the Building located within the Premises, Landlord shall not be required to maintain or repair any portion of the Premises.

C. Tenant's Obligation to Maintain and Repair. Subject to Sections 8.B, 14 and 15, Tenant shall, at Tenant's sole cost and expense, (i) maintain and keep the interior of the Premises (including, but not limited to, all fixtures, walls, ceilings, floors, doors, windows [except replacement of exterior plate glass unless the replacement is by reason of damage caused by Tenant], appliances and equipment which are a part of the Premises) in good repair and condition, (ii) repair or replace any damage or injury done to the Building or any other part of the Property caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors or resulting from a breach of its obligations under this Section 8.C and (iii) indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees), claims and causes of action arising from or incurred by and/or asserted in connection with such maintenance, repairs, replacements, damage or injury or Tenant's breach of its obligations under this Section 8.C. All maintenance, repairs and replacements performed by or on behalf of Tenant shall be performed in a good and workmanlike manner and in accordance with the standards applicable to alterations or improvements performed by Tenant. Tenant shall continue to pay Rent, without abatement, during any period that maintenance, repairs or replacements are performed or required to be performed by Tenant under this Section 8.C. Without limiting the forgoing, Tenant further agrees to clean the Premises on a daily basis and to maintain and keep the Premises in good repair and condition. Upon receipt of reasonable notice from Tenant, Landlord will perform, at the expense of Tenant, all repairs and maintenance to plumbing, pipes and electrical wiring located within walls, above ceiling surfaces and below floor surfaces resulting from the use of the Premises by Tenant. In no event will Tenant be responsible for any, plumbing, pipes and electrical wiring, switches, fixtures and equipment located in the Premises but serving another tenant and portions of the central heat, ventilation and air conditioning, electrical, mechanical and plumbing systems of the Building which are located in the Premises, except for (i) repairs resulting from the acts of Tenant and Tenant's employees, agents, invitees, subtenants, licensees or contractors, (ii) modifications made to such systems by, for, or because of Tenant, and (iii) special equipment installed by, for, or because of Tenant. Tenant will, at Tenants expense, immediately replace all broken or damaged glass or substitutes therefor. Tenant will keep the Common Area immediately adjoining the Premises free from trash, litter and obstructions. Tenant agrees not to commit or allow any waste or damage to be committed on any portion of the Premises.

D. Rights of Landlord. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain the Premises in good order, condition and repair, or otherwise satisfy its maintenance, repair and replacement obligations under Section 8.C above, Landlord shall have the right to perform such maintenance, repairs and replacements at Tenant's expense. Tenant shall pay to Landlord on demand any such cost or expense incurred by Landlord, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law from the date of demand until paid and an administrative fee equal to fifteen percent (15%) of the costs incurred by Landlord.

E. Repairs; Maintenance. Tenant shall maintain the Premises in a clean, safe, operable, attractive condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Building caused by Tenant or Tenant's agents, contractors, or invitees. If Tenant fails to make such repairs or replacements within fifteen (15) days after the occurrence of such damage, then Landlord may make the same at Tenant's cost. In lieu of having Tenant repair any such damage outside of the Premises, Landlord may repair such damage at Tenant's cost. The cost of any repair or replacement work performed by Landlord under this Section 8 shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

F. Performance of Work. All work described in this Section 8 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by the Building's engineer of record.

G. Mechanic's Liens. Tenant shall not permit any mechanic's 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. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing to

Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

9. USE. Tenant shall continuously occupy and use the Premises only for the Permitted Use and shall comply with all laws, orders, rules, and regulations relating to the use, condition, and occupancy of the Premises. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards or results in an increased rate of insurance on the Building or its contents or the storage of any hazardous materials or substances. If, because of Tenant's acts, the rate of insurance on the Building or its contents increases, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights. Tenant shall conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building.

Tenant will not use, occupy or permit the use or occupancy of the Premises for any purpose (and the Permitted Use shall not include any use) which is forbidden by or in violation of any law, ordinance or governmental or municipal regulation, order, or certificate of occupancy, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance; or do or permit any other thing which may disturb the quiet enjoyment of any other tenant of the Property; or keep any substance or carry on or permit any operation which might emit offensive odors or conditions from the Premises; or commit or suffer or permit any waste in or upon the Premises; or sell, purchase or give away, or permit the sale, purchase or gift of food in any form; or conduct its business on the Premises in a manner or any purpose which, in the reasonable opinion of the Landlord, harms or tends to harm the business or reputation of the Landlord or Building or reflects unfavorably on the Building, or any part of the Building, or deceives or defrauds the public; or install, operate or maintain any electrical equipment which does not bear underwriter's approval or would in Landlord's opinion overload any part of the electrical system of the Building; or use any apparatus which might make undue noise or set up vibrations in the Building. Tenant shall keep the Premises neat and clean at all times. Tenant shall indemnify and hold Landlord harmless from any and all costs, expenses (including reasonable attorneys' fees), claims and causes of action arising from Tenant's failure to comply with this Section. Tenant shall promptly correct any violation of a governmental law, rule or regulation relating to the Premises. Tenant shall comply with any direction of any governmental authority having jurisdiction which imposes any duty upon Tenant or Landlord with respect to the Premises or with respect to the occupancy or use thereof. Tenant's business to be conducted on the Premises shall be of first-class quality, reputable in every respect.

10. ASSIGNMENT AND SUBLETTING.

A. Transfers; Consent. Tenant shall have the right without the consent of Landlord, but with at least ten (10) days' prior written notice to: (i) assign the Lease to an entity which is owned or controlled by Tenant or a majority in interest of the equity owners of Tenant; (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, or (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant. Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed), (a) advertise that any portion of the Premises is available for lease, (b) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (c) sublet any portion of the Premises, (d) grant any license, concession, or other right of occupancy of any portion of the Premises, or (e) permit the use of the Premises by any parties other than Tenant (any of the events listed in clauses (a) through (e) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its reasonable attorneys' fees and other expenses incurred in connection with considering any request for its consent to a Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer, and only to the extent of the rent it has agreed to pay Tenant therefor. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to

Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

B. Cancellation. Landlord may, within thirty (30) days after submission of Tenant's written request for Landlord's consent to a Transfer, cancel this Lease (or, as to a subletting or assignment, cancel as to the portion of the Premises proposed to be sublet or assigned) as of the date the proposed Transfer was to be effective. If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer and all brokerage commissions paid or payable by Landlord in connection with this Lease that are allocable to such portion of the Premises. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

C. Additional Compensation. Tenant shall pay to Landlord, immediately upon receipt thereof, all compensation received by Tenant for a Transfer that exceeds the Basic Rental and Tenant's share of Electrical Costs, Basic Cost Excess, Insurance Cost Excess and Taxes Excess allocable to the portion of the Premises covered thereby.

11. TENANT'S INSURANCE; WAIVERS; SUBROGATION; INDEMNITY.

A. Insurance. Tenant shall procure and maintain throughout the term of this Lease the insurance coverages set forth below. Tenant shall, at its sole cost and expense, comply with such requirements during the Lease Term. The coverages set forth below are minimum requirements and not a determination as to all of the coverages and maximum limits that Tenant should carry. The failure of Landlord to demand full compliance by Tenant with respect to the minimum coverages outlined below does not constitute a waiver by Landlord with respect to Tenant's obligation to maintain such coverages. Tenant's failure to obtain and maintain the required insurance will constitute a material breach of and an Event of Default under this Lease. If Tenant fails to remedy such breach within five (5) days after notice from Landlord, Landlord may, at its option, purchase such insurance at Tenant's expense. Tenant is liable for claims against Landlord arising from Tenant's failure to purchase or maintain the following insurance coverages:

(i) Commercial General Liability Insurance on a primary basis and without any right of contribution from any insurance carried by Landlord covering the Premises and Tenant's use thereof on an occurrence basis against claims for personal or bodily injury or death or property damage occurring upon, in or about the Premises (including contractual indemnity and liability coverage), such insurance to insure both Tenant and, as additional insureds, Landlord and the Property Manager, and to afford protection to the limit of not less than $5,000,000.00 combined single limit, in respect to injury or death to any number of persons and all property damage arising out of any one (1) occurrence, with a deductible acceptable to Landlord. This insurance coverage shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

(ii) Property insurance on an all-risk basis (including, without limitation, coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all Tenant's Improvements, Installations, fixtures, equipment and personalty located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy will be written in the names of Tenant, Landlord and any other parties reasonably designated by Landlord from time to time, as their respective interests may appear. The property insurance may, with the consent of the Landlord, provide for a reasonable deductible.

(iii) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Texas, together with employer's liability insurance in an amount not less than $1,000,000.00.

(iv) Employers Liability Insurance. Employer's liability insurance in an amount not less than $1,000,000.

(v) Business Interruption Insurance. Business Interruption insurance in an amount as will properly reimburse Tenant for losses attributable to Tenant' s inability to use fully or to obtain access to the Premises.

(vi) such other insurance and such endorsements as Landlord may from time to time reasonably require consistent with insurance coverage then being required by landlords in similar office buildings within the LBJ corridor of Dallas, Texas.

B. Policy Requirements. All insurance policies provided by Tenant must: (i) be issued by carriers reasonably acceptable to Landlord and having a Best's Rating of A or better and a Best's Financial Size Category of VIII or better, or Standard and Poor's Insurance Solvency Review of A- or better; and carriers must be admitted to engage in the business in the State of Texas; (ii) be endorsed to be primary with the policies of Landlord's insurance being excess, secondary, and non-contributing; (iii) be endorsed to provide, in the event of payment of any loss covered by such policy, that Landlord will be paid first by the insurance company for Landlord's loss; (iv) be endorsed to provide a waiver of subrogation in favor of Landlord and Landlord's Property Manager; (v) with respect to all liability policies except worker's compensation, be endorsed to include Landlord and Landlord's Property Manager as "additional insured;" (vi) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without the insurance company giving Landlord and Property Manager at least thirty (30) days prior written notice of such cancellation or amendment, (vii) Tenant will be solely responsible for payment of premiums, and (viii) in the event of payment of any loss covered by such policy, Landlord or Landlord's designees will be paid first by the insurance company for Landlord's loss. Except as expressly provided above, no deductible or self-insured retention in excess of $25,000.00 is permitted without Landlord's prior written consent. No policy may include an endorsement restricting, limiting, or excluding coverage in any manner without the prior written consent of Landlord.

C. Proof of Insurance. Tenant shall deliver to Landlord duplicate originals of all policies of insurance required by this Section 11 or duly executed originals of the certificates of such insurance evidencing in-force coverage, within ten (10) days prior to the commencement of construction of Tenant's Improvements. Further, Tenant shall deliver to Landlord renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.

D. Waiver of Negligence Claims; No Subrogation. Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "Loss") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Building, or failure to make repairs, or from any other cause), **regardless of whether the negligence of any party caused such Loss in whole or in part**. Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms hereof, **regardless of whether the negligence or fault of the other party caused such loss**; however, Landlord's waiver shall not include any deductible amounts on insurance policies carried by Landlord or apply to any coinsurance penalty which Landlord might sustain. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

E. Indemnity. By moving into the Premises or taking possession thereof, Tenant accepts the Premises as suitable for the purposes for which they are leased and accepts the Building and each and every appurtenance thereof, and waives any and all defects therein. Landlord, its property manager, mortgagee, and any affiliates or subsidiaries of the foregoing, and all of their respective officers, directors, employees, shareholders, members, partners, agents, and contractors ("Landlord Parties") shall not be liable to Tenant or Tenant's agents, employees, guests, invitees or any person claiming by, through or under Tenant for any injury to person, loss of or damage to property, or for loss of or damage to Tenant's business, occasioned by or through the acts or omissions of a Landlord Party, or by any cause whatsoever except such Landlord Party's gross negligence or willful wrongdoing. Unless arising from or out of a Landlord Party's gross negligence or willful wrongdoing, such Landlord Party shall not be liable for, and Tenant shall indemnify the Landlord Parties and save them harmless from, all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors, employees, invitees, or licensees. If a Landlord Party shall, without fault on its part, be made a party to any action commenced by or against Tenant, Tenant shall protect and hold it harmless therefrom and shall pay all costs, expenses, and reasonable attorney's fees to such Landlord Party incurred in connection therewith. **TENANT ACKNOWLEDGES THAT THE FOREGOING INCLUDES AN INDEMNITY AND RELEASE OF LANDLORD PARTIES FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.**

12. SUBORDINATION; ATTORNMENT; NOTICE TO LANDLORD'S MORTGAGEE.

A. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now

or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Landlord's Mortgagee").

B. Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

C. Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

13. RULES AND REGULATIONS. Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit B. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building and will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, and invitees. In the event of any conflict between such rules and regulations and the terms of this Lease, the terms of this Lease shall control.

14. CONDEMNATION.

A. Taking - Landlord's and Tenant's Rights. If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so within thirty (30) days after the Taking. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within one hundred eighty (180) days after Landlord has notified Tenant of its intention to relocate Tenant. If Landlord does not elect to relocate Tenant following such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within sixty (60) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not relocate Tenant and Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking.

B. Taking - Landlord's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord's Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within thirty (30) days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease and does not elect to relocate Tenant, then this Lease will continue, but if any portion of the Premises has been taken, Basic Rental shall abate as provided in the last sentence of Section 14.A.

C. Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken, and Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

15. FIRE OR OTHER CASUALTY.

A. Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Landlord shall, within sixty (60) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

B. Landlord's and Tenant's Rights. If a material portion of the Premises or the Building is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the commencement of repair, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so in the Damage Notice. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within one hundred eighty (180) days after Landlord has delivered the Damage Notice to Tenant. If Landlord does not elect to relocate Tenant

following such Casualty, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. If Landlord does not relocate Tenant and Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 15.C) Landlord shall repair the Building or the Premises, as the case may be, as provided below, and Rent for the portion of the Premises rendered untenantable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless Tenant caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

C. Landlord's Rights. If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Basic Rental hereunder shall be abated as of the date of the Casualty.

D. Repair Obligation. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

16. TAXES. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is primarily liable hereunder.

17. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an "Event of Default":

A. Tenant's failure to pay Rent, or any other sums due from Tenant to Landlord under the Lease (or any other lease executed by Tenant for space in the Building), when due;

B. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease (or any other lease executed by Tenant for space in the Building);

C. The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 17.C, any guarantor of the Tenant's obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (iv) for the reorganization or modification of Tenant's capital structure;

D. Tenant shall desert or vacate any portion of the Premises; and

E. The admission by Tenant that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

18. 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. Landlord may enforce, by all legal suits and other means, its rights hereunder, including the collection of Rent and any other sums payable or to be deposited by Tenant hereunder, without reentering or resuming possession of Premises and without terminating this Lease.

B. Landlord may do whatever Tenant is obligated to do by the provisions of this Lease; and to the extent that Landlord deems it necessary or otherwise appropriate for Landlord to enter the Premises, Landlord or its agents or employees may enter the Premises, by force if necessary (but only if and to the extent permitted by

law), in order to accomplish this purpose and such entry and performance shall not terminate this Lease or constitute an eviction of Tenant. Tenant hereby waives any and all claims for damages caused by Landlord's actions pursuant to this subparagraph, and Tenant also agrees to reimburse Landlord immediately upon demand for any expenses, which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant. Notwithstanding anything to the contrary contained herein or in Section 93.002 of the Texas Property Code, Landlord may exercise any and all of its rights and remedies under this Lease following a default by Tenant without compliance with Section 93.002 of the Texas Property Code, the benefits of which are hereby expressly waived by Tenant.

C. Landlord may enter upon and take possession of the Premises without terminating this Lease and expel or remove Tenant and its effects therefrom without being liable to prosecution of any claims for damages therefor, and Landlord may relet the Premises for the account of Tenant. Tenant shall pay to or deposit with Landlord all arrearages of Rent and other sums due and owing or to be deposited by Tenant to or with Landlord, and Tenant shall also pay to or deposit with Landlord during each month of the unexpired Lease Term the installments of Rent and other sums required hereunder, less such part, if any, that Landlord shall have been able to collect from a new tenant upon reletting. In this regard, the parties further agree that although Landlord shall use its reasonable efforts to relet the Premises after Tenant has vacated the Premises, Landlord shall have no obligation to agree to any lease terms which it deems to be unacceptable, nor shall Landlord be obligated (i) to travel outside a radius of thirty (30) miles from its principal office in order to meet with a prospective tenant, (ii) to accept a prospective tenant for the Premises (or any portion thereof) which is an existing or prospective tenant elsewhere in the Building, or (iii) to expend monies for finish-out requested by a prospective tenant or incur an obligation to pay any broker's commission unless Landlord, in its sole and absolute discretion, approves both the lease terms and the credit of such prospective tenant. Tenant further agrees that in the event of any reletting, Tenant shall pay to Landlord on demand all Reimbursable Costs (as defined below). In the event Landlord exercises the rights and remedies afforded to it under this subparagraph and then subsequently elects to terminate this Lease, Tenant shall be liable to Landlord for damages as set forth in the final two sentences of subparagraph E below and Landlord shall have the right at any time to demand final settlement as provided therein.

D. Landlord may enter upon the Premises by use of a duplicate key, a master key, an electronic pass card, a locksmith's entry procedures or any other means not involving personal confrontation, and change, alter or modify the door locks on all entry doors of the Premises, thereby excluding Tenant and its agents, employees, representatives and invitees, from the Premises. In such event Landlord shall not be obligated to place any written notice on the Premises explaining Landlord's action; moreover, Landlord shall not be required to provide the new key (if any) to Tenant until and unless all rental defaults of Tenant have been fully cured.

E. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may without notice and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages therefor; and upon any such termination, Tenant agrees that in addition to its liability for the payment or deposit of arrearages of Rent and other sums due and owing or to be deposited by Tenant to or with Landlord under this Lease upon such termination, Tenant shall be liable to Landlord for damages. Tenant shall pay to or deposit with Landlord as damages on the same days as Basic Rental and other payments are required under the provisions of this Lease, the total amount of such Basic Rental and other payments, less such part, if any, of such payments or deposits that Landlord shall have been able to collect from a new tenant upon reletting. In this regard the parties further agree that although Landlord shall use its reasonable effort to relet the Premises after Tenant has vacated the Premises, Landlord shall have no obligation to agree to any lease terms which it deems to be unacceptable, nor shall Landlord be obligated (i) to travel outside a radius of thirty (30) miles from its principal office in order to meet with a prospective tenant, (ii) to accept a prospective tenant for the Premises (or any portion thereof) which is an existing or prospective tenant elsewhere in the Building, or (iii) to expend monies for finish-out requested by a prospective tenant or incur an obligation to pay any broker's commission unless Landlord, in its sole and absolute discretion, approves both the lease terms and the credit of such prospective tenant. Tenant further agrees that in the event of any reletting, Tenant shall pay to Landlord on demand all Reimbursable Costs (as defined below). Landlord shall have the right at any time to demand final settlement. Upon demand for a final settlement, Landlord shall have the right to receive, and Tenant hereby agrees to pay, as damages for Tenant's breach and in addition to the Reimbursable Costs, the difference between the total rental provided for in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for such period, such difference to be discounted to present value at a rate equal to the rate of interest allowed by law (at the time the demand for final settlement is made) when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of 6% per annum).

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity. Any entry by Landlord upon the Premises may be by use of a master

or duplicate key or electronic pass card or any locksmith's entry procedure or other peaceable means. Any reletting by Landlord shall be without notice to Tenant, and if Landlord has not terminated this Lease, the reletting may be in the name of Tenant or Landlord, as Landlord shall elect. Any reletting shall be for such term or terms (which may be greater or less than the period which constitutes the balance of the Lease Term) and on such terms and conditions (which may include free rent, rental concessions or tenant inducements of any nature) as Landlord in its absolute discretion may determine, and Landlord may collect and receive any rents payable by reason of such reletting. In the event of any reletting, Tenant shall pay to Landlord on demand the cost of renovating, repairing and altering the Premises for a new tenant or tenants, and the cost of advertisements, brokerage fees, reasonable attorney's fees and other costs and expenses incurred by Landlord in connection with such reletting (the "Reimbursable Costs"). In the event any rentals actually collected by Landlord upon any such reletting for any calendar month are in excess of the amount of rental payable by Tenant under this Lease for the same calendar month, the amount of such excess shall belong solely to Landlord, and Tenant shall have no right with respect thereto (except, however, same shall be applied to Tenant's deficiency, if any). In the event it is necessary for Landlord to institute suit against Tenant in order to collect the rental or any other sum due hereunder or any deficiency between the rental and any other sum provided for by this Lease for a calendar month and the rental and any other sum actually collected by Landlord for such calendar month, Landlord shall have the right to allow such deficiency to accumulate and to bring an action upon several or all of such rental deficiencies at one time. Any suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent rental deficiency or deficiencies.

F. Assignments after Bankruptcy. If, pursuant to applicable bankruptcy law (as hereinafter defined), Tenant (or its successor in interest hereunder) is permitted to assign this Lease in disregard of the restrictions contained in Section 10 (or if this Lease shall be assumed by a trustee for such person), the trustee or assignee shall cure any default under this Lease and shall provide adequate assurance of future performance by the trustee or assignee including (1) of the source of payment of the Rent and performance of other obligations under this Lease (for which adequate assurance shall mean the deposit of cash security with Landlord in an amount equal to the sum of one (1) year's Rent for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed) and that any such assignee of this Lease shall have a net worth exclusive of good will, computed in accordance with the generally accepted accounting principles, equal to at least ten (10) times the aggregate of the Basic Rent reserved hereunder; and (2) that the use of the Premises shall be in accordance with the requirements of this Lease and, further, shall in no way diminish the reputation of the Building as a first-class office building or impose any additional burden upon the Building or increase the services to be provided by Landlord. If all defaults are not cured and such adequate assurance is not provided within sixty (60) days after there has been an order for relief under applicable bankruptcy law, then this Lease shall be deemed rejected, Tenant or any other person in possession shall vacate the Premises, and Landlord shall be entitled to retain any Rent, together with any security deposit previously received from the Tenant, and shall have no further liability to Tenant or any person claiming through Tenant or any trustee.

19. PAYMENT BY TENANT; NON-WAIVER.

A. Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.

B. No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

20. DEFAULTS BY LANDLORD. Landlord shall be in default under this Lease if and only if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after Tenant delivers written notice thereof to Landlord (to each of the addresses required by this Section) and each mortgagee who has a lien against any portion of the Property and whose name and address has been provided to Tenant, provided that if such failure cannot reasonably be cured within said thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within said thirty (30) day period and is thereafter diligently

pursued until cured. In no event shall (i) Tenant claim a constructive or actual eviction or that the Premises have become unsuitable hereunder or (ii) a constructive or actual eviction or breach of the implied warranty of suitability be deemed to have occurred under this Lease, prior to the expiration of the notice and cure periods provided under this Section 20. Any notice of a failure to perform by Landlord shall be sent to Landlord at the addresses and to the attention of the parties set forth in the Basic Lease Provisions. Any notice of a failure to perform by Landlord not sent to Landlord at all addresses and/or to the attention of all parties required under this Section and to each mortgagee who is entitled to notice or not sent in compliance with Section 27.E below shall be of no force or effect.

21. LANDLORD'S LIABILITY.

A. Tenant's Rights in Respect of Landlord Default. Tenant is granted no contractual right of termination by this Lease, except to the extent and only to the extent set forth in Sections 14 and 15 above. The liability of Landlord to Tenant for any breach or default under this Lease shall be limited to the interest of Landlord in the Property as the same may then be encumbered and Landlord shall not be personally liability for any deficiency. The foregoing sentence shall in no event be construed as mandatorily requiring Landlord to give consents under this Lease. In no event shall Landlord be liable to Tenant for consequential or special damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Property as hereinbefore expressly provided.

B. Certain Limitations on Landlord's Liability. **UNLESS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY CLAIMS, ACTIONS, DEMANDS, COSTS, EXPENSES, DAMAGE OR LIABILITY OF ANY KIND** (i) arising out of the use, occupancy or enjoyment of the Premises by Tenant or any person therein or holding under Tenant or by or through the acts or omissions of any of their respective employees, officers, agents, invitees or contractors, (ii) caused by or arising out of fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or dampness, or leaks in any part of the Premises, (iii) caused by or arising out of damage to the roof, pipes, appliances or plumbing works or any damage to or malfunction of heating, ventilation or air conditioning equipment, (iv) caused by tenants or any persons either in the Premises or elsewhere in the Building (other than Common Area) or by occupants of property adjacent to the Building or Common Area or by the public or by the construction of any private, public or quasi-public work or (v) caused by any act, neglect or negligence of Tenant. In no event shall Landlord be liable to Tenant for any loss of or damage to property of Tenant or of others located in the Premises, the Building or any other part of the Property by reason of theft or burglary.

22. LANDLORD'S LIEN. In addition to the statutory landlord's lien, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all equipment, fixtures, furniture, improvements, and other personal property of Tenant now or hereafter situated on the Premises, and all proceeds therefrom (the "Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State in which the Building is located (the "UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant five (5)-days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, which is agreed to be a reasonable notice of such sale or other disposition. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this Section, which power is coupled with an interest and shall be irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral.

23. SURRENDER OF PREMISES. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage not caused by Tenant, as to which Sections 14 and 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises and parking and access cards. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant shall not remove any such item which was paid for, in whole or in part, by Landlord). Additionally, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment, wiring and furniture as Landlord may request. All such removal shall be performed in a good and workmanlike manner and Tenant shall repair all damage caused by such removal. If Tenant fails to deliver the Premises in the condition required hereunder, then Landlord may restore the Premises to such condition at Tenant's expense. All items required to be removed hereunder not removed on or before the expiration or termination of the

Lease shall be conclusively presumed to have been abandoned by Tenant and Landlord may, at its option, without notice to Tenant and without any obligation to account for such property, take over possession of such property and either (a) declare the same to be the property of Landlord or (b) at the sole cost and expense of Tenant, remove and store and/or dispose of the same or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or any other person. The provisions of this Section shall survive the end of the Term.

24. HOLDING OVER.

A. Notwithstanding any provision or inference to the contrary herein contained, in the event that Tenant fails to deliver to Landlord (and surrender possession of) all of the Premises upon the expiration or earlier termination of this Lease (or the applicable portion of the Premises if this Lease expires or terminates as to only a portion of the Premises) on the date of expiration or earlier termination, then Landlord may, without judicial process and without notice of any kind, immediately enter upon and take absolute possession of the Premises or applicable portion thereof, expel or remove Tenant and any other person or entity who may be occupying the Premises or applicable portion thereof, change the locks to the Premises or applicable portion thereof (in which event, Tenant shall have no right to any key for the new locks), limit elevator access to the Premises or applicable portion thereof, and take any other actions as are necessary for Landlord to take absolute possession of the Premises or applicable portion thereof. The foregoing rights are without prejudice and in addition to, and shall not in any way limit Landlord's rights under, Section 24.B below.

B. In the event Tenant or any party under Tenant claiming rights to this Lease, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute and be construed as a tenancy at will only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder; such parties shall be subject to immediate eviction and removal and Tenant or any such party shall pay Landlord as rent for the period of such holdover an amount equal to one and one-half (1-1/2) times the Basic Rental in effect immediately preceding expiration or termination, as applicable, prorated on a daily basis. Tenant shall also pay any and all damages sustained by Landlord as a result of such holdover. The rent during such holdover period shall be payable to Landlord from time to time on demand; provided, however, if no demand is made during a particular month, holdover rent accruing during such month shall be paid in accordance with the provisions of Section 4.B. Tenant will vacate the Premises and deliver same to Landlord immediately upon Tenant's receipt of notice from Landlord to so vacate. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease; no payments of money by Tenant to Landlord after the expiration or earlier termination of this Lease shall reinstate, continue or extend the term of this Lease; and no extension of this Lease after the expiration or earlier termination thereof shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant. If Landlord elects to cause Tenant to be ejected from the Premises through judicial process and without in any way limiting Landlord's rights under Section 24.A above, Tenant agrees that Landlord will not be required to deliver Tenant more than one (1) days notice to vacate prior to Landlord's filing of a forcible detainer suit. In addition, Tenant agrees that Landlord shall be entitled to the payment of its reasonable legal fees in the event that Landlord prevails in a forcible detainer action brought by Landlord.

25. CERTAIN RIGHTS RESERVED BY LANDLORD. Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights:

A. To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof; for such purposes, to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

B. To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants, including without limitation searching all persons entering or leaving the Building; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after normal business hours and on Saturdays, Sundays, and holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building;

C. To change the name by which the Building is designated; and

D. To enter the Premises at all reasonable hours to show the Premises to prospective purchasers, lenders, or tenants.

26. HAZARDOUS AND TOXIC MATERIALS.

A. For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing materials ("ACM") and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-current applicable governmental laws, rules or regulations or that are subject to any right-to-know laws or requirements.

B. Neither Tenant nor any of its contractors nor any of their respective employees, agents or contractors shall knowingly incorporate into, or use or otherwise place or dispose of any hazardous or toxic materials at or on the Premises or the Property except for Tenant's use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (i) such materials are in small quantities, properly labeled and contained, (ii) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (iii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such hazardous or toxic material and (iv) such materials are used, transported, stored, handled and disposed of in accordance with all applicable governmental laws, rules and regulations. Landlord shall have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials. If Landlord or Tenant ever has knowledge of the presence of hazardous or toxic materials on the Property that affect the Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge.

C. If Tenant or its employees, agents or contractors shall ever violate the provisions of Section 26.B or otherwise contaminate the Premises or the Property with hazardous or toxic materials, then Tenant shall clean-up, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards and shall repair any damage to the Premises or Building within such period of time as may be reasonable under the circumstances after written notice by Landlord. Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours. Tenant's obligations under this Section 26.C shall survive the termination of this Lease. Tenant represents to Landlord that, except as has been disclosed to Landlord, Tenant has never been cited for or convicted of any hazardous or toxic materials violations under applicable laws, rules or regulations.

27. SUBSTITUTION SPACE.

A. From time to time during the Term, Landlord may substitute for the Premises other space that has an area at least equal to that of the Premises and is located in the Building or in any other comparable building managed by Landlord or an affiliate of Landlord (the "Substitution Space").

B. If Landlord exercises such right by giving Tenant notice thereof ("Substitution Notice") at least sixty (60) days before the effective date of such substitution, then (i) the description of the Premises shall be replaced by the description of the Substitution Space; and (ii) all of the terms and conditions of this Lease shall apply to the Substitution Space except that (A) if the then unexpired balance of the Term shall be less than one year, then the Term shall be extended so that the Term shall be one year from the Substitution Effective Date (defined below), and (B) if the Substitution Space contains more square footage than the Premises, then the Basic Rental then in effect shall be increased proportionately (provided that such increase shall not exceed one hundred five percent (105%) of the Basic Rental due for the Premises) and shall be subject to adjustment as herein provided. The effective date of such substitution (the "Substitution Effective Date") shall be the date specified in the Substitution Notice or, if Landlord is required to perform tenant finish work to the Substitution Space under Section 26.C, then the date on which Landlord substantially completes such tenant finish work. If Landlord is delayed in performing the tenant finish work by Tenant's actions (either by Tenant's change in the plans and specifications for such work or otherwise), then the Substitution Effective Date shall not be extended and Tenant shall pay Rent for the Substitution Space beginning on the date specified in the Substitution Notice.

C. Tenant may either accept possession of the Substitution Space in its "as is" condition as of the Substitution Effective Date or require Landlord to alter the Substitution Space in the same manner as the

Premises were altered or were to be altered. Tenant shall deliver to Landlord written notice of its election within ten (10) days after the Substitution Notice has been delivered to Tenant. If Tenant fails to timely deliver notice of its election or if an Event of Default then exists, then Tenant shall be deemed to have elected to accept possession of the Substitution Space in its "as is" condition. If Tenant timely elects to require Landlord to alter the Substitution Space, then (i) notwithstanding Section 26.B, if the then unexpired balance of the Term is less than three (3) years, then the Term shall be extended so that it continues for three (3) years from the Substitution Effective Date, and (ii) Tenant shall continue to occupy the Premises (upon all of the terms of this Lease) until the Substitution Effective Date.

D. Tenant shall move from the Premises into the Substitution Space and shall surrender possession of the Premises as provided in Section 23 by the Substitution Effective Date. If Tenant occupies the Premises after the Substitution Effective Date, then Tenant's occupancy of the Premises shall be a tenancy at will (and, without limiting all other rights and remedies available to Landlord, including instituting a forcible detainer suit), Tenant shall pay Basic Rental for the Premises as provided in Section 24 and all other Rent due therefor until such occupancy ends; such amounts shall be in addition to the Rent due for the Substitution Space.

E. If Landlord exercises its substitution right, then Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, supplies and telephone equipment from the Premises to the Substitution Space and for reprinting Tenant's stationery of the same quality and quantity of Tenant's stationery supply on hand immediately prior to Landlord's notice to Tenant of the exercise of this relocation right. If the Substitution Space contains more square footage than the Premises, and if the Premises were carpeted, Landlord shall supply and install an equal amount of carpeting of the same or equivalent quality and color.

28. MISCELLANEOUS.

A. Landlord Transfer. Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder.

B. Force Majeure. Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall 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 such party.

C. Time. Time is of the essence in this Lease and in each and all of the provisions hereof. Whenever a period of days is specified in this Lease, such period shall refer to calendar days unless otherwise expressly stated in this Lease.

D. Recording. This Lease shall not be recorded. However, Landlord shall have the right to record a short form or memorandum hereof, at Landlord's expense, at any time during the term hereof and, if requested, Tenant agrees (without charge to Landlord) to join in the execution thereof.

E. No Representations. Landlord and Landlord's agents have made no warranties, representations or promises (express or implied) with respect to the Premises, the Building or any other part of the Property (including, without limitation, the condition, use or suitability of the Premises, the Building or the Property), except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

F. Parking. Exhibit F attached hereto sets forth the agreements between Landlord and Tenant relating to parking. Parking and delivery areas for all vehicles shall be in accordance with parking regulations established from time to time by Landlord, with which Tenant agrees to conform. Tenant shall only permit parking by its employees, customers and agents of automobiles in appropriate designated parking areas.

G. Survival of Indemnities. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

H. Brokerage. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent, other than the Brokers in connection with the negotiation or execution of this Lease. Tenant and

Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

I. Estoppel Certificates. Tenant shall, within five (5) days after receiving a written request from Landlord or any mortgagee of Landlord, without additional consideration, deliver an estoppel certificate, consisting of reasonable statements required by Landlord, any mortgagee or purchaser of any interest in the Property, which statements may include but shall not be limited to the following: this Lease is in full force and effect, with rental paid through a specified date; this Lease has not been modified or amended; Landlord is not in default and Landlord has fully performed all of Landlord's obligations hereunder; and such other statements as may reasonably be required by the requesting party. If Tenant is unable to make any of the statements contained in the estoppel certificate because the same is untrue, Tenant shall with specificity state the reason why such statement is untrue. Tenant shall, if requested by Landlord or any such mortgagee, deliver to Landlord a fully executed instrument in form reasonably satisfactory to Landlord evidencing the agreement of Tenant to the mortgage or other hypothecation by Landlord of the interest of Landlord hereunder.

J. Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (ii) hand delivered to the intended address, or (iii) sent by facsimile transmission followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

K. Separability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

L. Amendments; and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

M. Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

N. Joint and Several Liability. If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever.

O. No Waiver. No waiver by Landlord or by Tenant of any provision of this Lease shall be deemed to be a waiver by either party of any other provision of this Lease. No waiver by Landlord of any breach by Tenant shall be deemed a waiver of any subsequent breach by Tenant of the same or any other provision. No waiver by Tenant of any breach by Landlord shall be deemed a waiver of any subsequent breach by Landlord of the same or any other provision. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. Tenant's consent to or approval of any act by Landlord requiring Tenant's consent or approval shall not be deemed to render unnecessary the obtaining of Tenant's

consent to or approval of any subsequent act of Landlord. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless done in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of this Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach. The payment of Rent by Tenant following a breach of this Lease by Landlord shall not constitute a waiver by Tenant of any such breach or any other breach. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy which may be available to Landlord.

P. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

Q. Waiver of Trial by Jury. Landlord and Tenant each hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease or Tenant's use or occupancy of the Premises, including any claim of injury or damage, and any emergency and other statutory remedy with respect thereto. Landlord and Tenant also agree that the venue of any such action, proceeding or counterclaim shall be in Dallas County, State of Texas.

R. Captions. The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

S. No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

T. No Offer. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

U. Tax Protest. Tenant has no right to protest the real estate tax rate assessed against the Building and/or the Land (collectively, the "Project") and/or the appraised value of the Project determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values (each a "Taxing Authority"). Tenant hereby knowingly, voluntarily and intentionally waives and releases any right, whether created by law or otherwise, to (a) file or otherwise protest before any Taxing Authority any such rate or value determination even though Landlord may elect not to file any such protest; (b) receive, or otherwise require Landlord to deliver, a copy of any reappraisal notice received by Landlord from any Taxing Authority; and (c) appeal any order of a Taxing Authority which determines any such protest. The foregoing waiver and release covers and includes any and all rights, remedies and recourse of Tenant, now or at any time hereafter, under Section 41.413 and Section 42.015 of the Texas Tax Code (as currently enacted or hereafter modified) together with any other or further laws, rules or regulations covering the subject matter thereof. Tenant acknowledges and agrees that the foregoing waiver and release was bargained for by Landlord and Landlord would not have agreed to enter into this Lease in the absence of this waiver and release. If, notwithstanding any such waiver and release, Tenant files or otherwise appeals any such protest, then Tenant will be in default under this Lease and, in addition to Landlord's other rights and remedies, Tenant must pay or otherwise reimburse Landlord for all costs, charges and expenses incurred by, or otherwise asserted against, Landlord as a result of any tax protest or appeal by Tenant, including, appraisal costs, tax consultant charges and attorneys' fees (collectively, the "Tax Protest Costs"). If, as a result of Tenant's tax protest or appeal, the appraised value for the Project is increased above that previously determined by the Taxing Authority (such increase, the "Value Increase") for the year covered by such tax protest or appeal (such year, the "Protest Year"), then Tenant must pay Landlord, in addition to all Tax Protest Costs, an amount (the "Additional Taxes") equal to the sum of the following: (i) the product of the Value Increase multiplied by the tax rate in effect for the Protest Year; plus (ii) the amount of additional taxes payable during the five (5) year period following the Protest Year, such amount to be calculated based upon the Value Increase multiplied by the tax rate estimated to be in effect for each year during such five (5) year period. Tenant must pay all Additional Taxes - even those in excess of Tenant's proportionate share and which may relate to years beyond the term of this Lease. The Additional Taxes will be conclusively determined by a tax consultant selected by Landlord, without regard to whether and to what

extent Landlord may be able in years following the Protest Year to reduce or otherwise eliminate any Value Increase. All Tax Protest Costs and Additional Taxes must be paid by Tenant within five (5) days following written demand by Landlord. To the extent such waiver is prohibited, Tenant shall, at Landlord's election, be deemed to have appointed Landlord as Tenant's attorney-in-fact, coupled with an interest, to appear and take all actions which Tenant would otherwise be entitled to take under applicable law.

V. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

1.	Exhibit A:	Legal Description
2.	Exhibit A-1:	Outline of Premises
3.	Exhibit B:	Building Rules and Regulations
4.	Exhibit C:	Landlord Finish-Work:
5.	Exhibit D:	Acceptance of Premises Memorandum
6.	Exhibit E:	Parking

W. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

X. OFAC and Anti-Money Laundering Compliance Certifications. Tenant hereby represents, certifies and warrants to Landlord as follows: (i) Tenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order, including without limitation Executive Order 13224, or the United State Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Tenant agrees to immediately notify Landlord if Tenant was, is, or in the future becomes, a "senior foreign political figure," and immediate family member or close associate of a senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Tenant understands that this Lease is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in force on the date hereof and throughout the term of the Lease and that any breach thereof shall be a default under the Lease (not subject to any notice or cure rights) giving rise to Landlord remedies including but not limited to eviction, and Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorney's fees) arising from or related to any breach of the foregoing representations, certifications and warranties.

Y. Calculation of Charges. Landlord and Tenant agree that each provision of this Lease for determining charges, amounts and additional rent payments by Tenant (including without limitation, Section 5 of this Lease) is commercially reasonable, and as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 (Assessment of Charges) of the Texas Property Code, as such section now exists or as it may be hereafter amended or succeeded.

Z. **WAIVER OF CONSUMER RIGHTS. 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.**

[Signature page follows.]

DATED as of the date first above written.

LANDLORD:

2711 LBJ Partners, Ltd.,

a Texas limited partnership

By: 2711 LBJ Partners GP, LLC,
a Texas limited liability company,
General Partner

By: DocuSigned by: Aziz Rupani 72ED57A97E9B445...

Aziz Rupani, Manager

TENANT:

Global Financial & Insurance Services Inc
Advisors, LLC, a Texas corporation

By: DocuSigned by: 02FB5CF170A5442...
(Signature)

Amin Chagani

Amin Chagani

EXHIBIT "A"
Legal Description

All that parcel or parcels of real property located in the City of Farmers Branch, County of Dallas, State of Texas more particularly described as follows:

BEING a description of a 4.708 acre tract of land out of the Isaac B. Webb Survey, Abstract No. 1574, Dallas County, Texas, said tract being the Fifth Installment of Metro Square - Phase II, an addition to the City of Farmers Branch, Texas; as recorded by Correction Final Plat in Volume 83131, Page 3153, Deed Records, Dallas County, Texas; said tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete set for the intersection of the northerly right-of-way line L.B.J. Freeway (I.H. 635, variable width at this point) and the east right-of-way line of Metro Boulevard (80 feet wide) as dedicated by the FINAL PLAT of the FIRST INSTALLMENT of METRO SQUARE, an addition to the City of Farmers Branch, Texas, as recorded in Volume 70204, Page 1727, Deed Records, Dallas County, Texas;

THENCE, N 00 degrees 07 minutes 15 seconds E, with said east right-of-way line of Metro Boulevard, a distance of 503.32 feet to a 1/2-inch iron rod found for corner at the intersection of said east right-of-way line with the south right-of-way line of Villa Creek Drive (60 feet wide) as dedicated by said FINAL PLAT of the FIRST INSTALLMENT of METRO SQUARE;

THENCE, N 86 degrees 34 minutes 18 seconds E, with said south right-of-way line, a distance of 440.69 feet to a 5/8-inch iron rod with "Gonzalez & Schneeberg" cap set for corner, said point being also the northwest corner of Graystone Tower Addition, an addition to the City of Farmers Branch, Texas, as recorded in Volume 80052, Page 154, Deed Records, Dallas County, Texas;

THENCE S 00 degrees 07 minutes 15 seconds W, with the west line of said Graystone Tower Addition, a distance of 421.89 feet to a 1/2-inch iron rod found for corner on said northerly right-of-way line of L.B.J. Freeway;

THENCE, with said northerly right-of-way line of L.B.J. Freeway the following courses and distances:

S 74 degrees 44 minutes 22 seconds W, a distance of 212.25 feet to a 1/2-inch iron rod with "Powell & Powell" cap found for the beginning of a curve to the right whose central angle is 03 degrees 48 minutes 53 seconds and whose radius of 1894.86 feet;

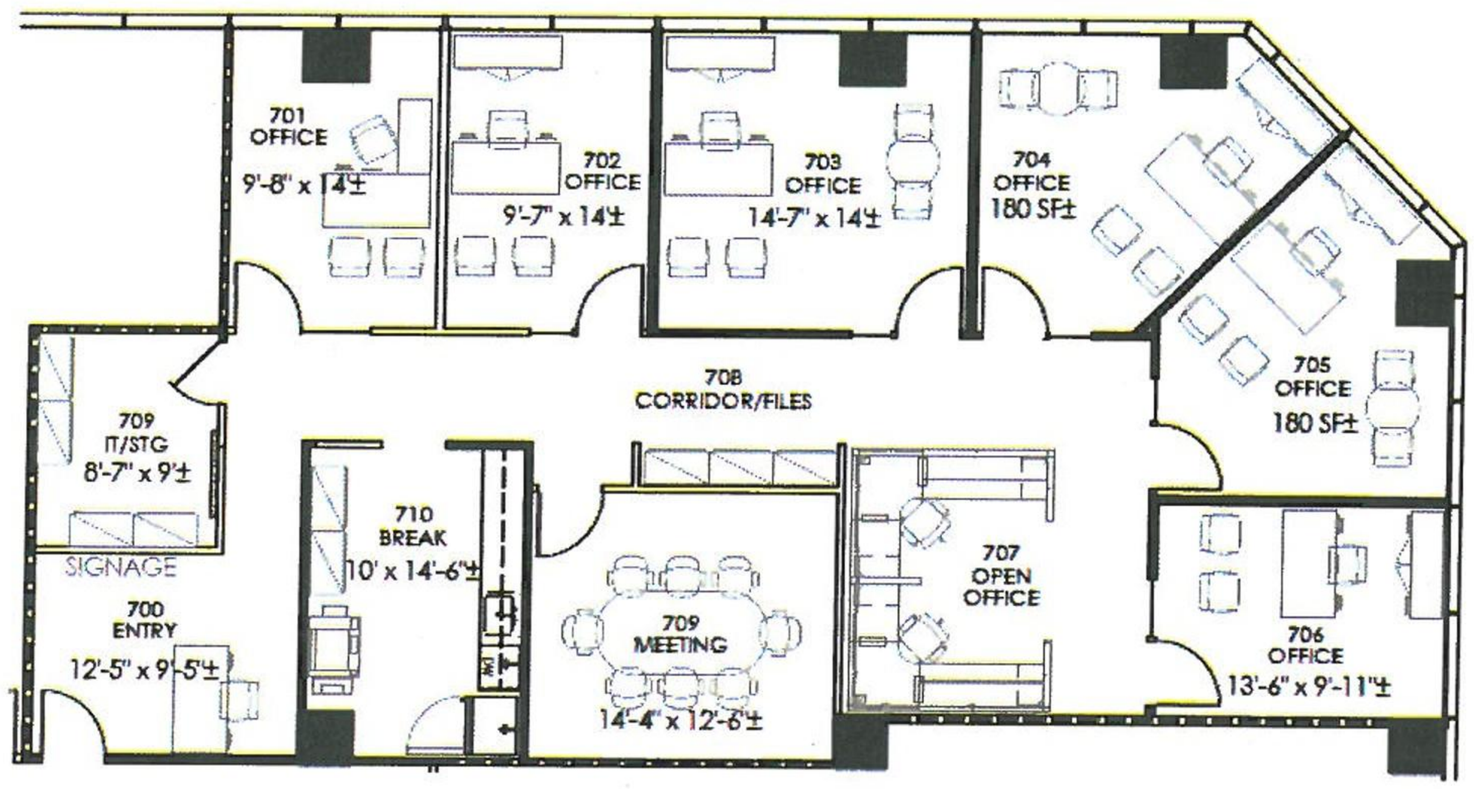
Southwesterly, with said curve to the right, an arc distance of 126.16 feet (Chord bears S 76 degrees 38 minutes 49 seconds W, 126.14 feet) to a 1/2-inch iron rod with "Powell & Powell" cap found for the end of said curve;

THENCE, S 78 degrees 33 minutes 15 seconds W, a distance of 114.87 feet to the POINT OF BEGINNING;

CONTAINING 205,062 square feet or 4.708 acres of land, more or less.

EXHIBIT A-1

[Outline of Premises]



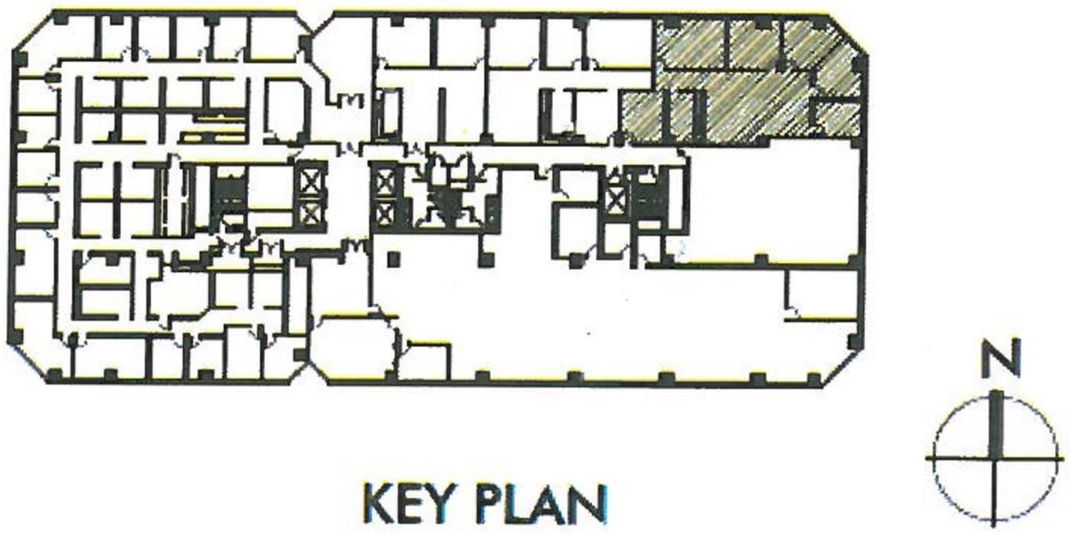


EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking garage associated therewith, the Land and the appurtenances thereto:

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

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Building except by Building maintenance personnel. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

4. Landlord shall provide and maintain an alphabetical directory for all tenants in the main lobby of the Building.

5. Landlord shall provide all door locks in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional door locks in its leased premises without Landlord's prior written consent. Landlord shall furnish to each tenant a reasonable number of keys to such tenant's leased premises, at such tenant's cost, and no tenant shall make a duplicate thereof.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted under Landlord's supervision at such times and in such a manner as Landlord may reasonably require. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

7. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

8. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

9. Tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean. Tenants shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.

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

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

12. No machinery of any kind (other than normal office equipment) shall be operated by any tenant on its leased area without Landlord's prior written consent, nor shall any tenant use or keep in the Building any flammable or explosive fluid or substance.

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

14. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.

15. All mail chutes located in the Building shall be available for use by Landlord and all tenants of the Building according to the rules of the United States Postal Service.

EXHIBIT C

FINISH-OUT

CONDITION OF PREMISES: Tenant accepts the Premises in their "AS IS" condition on the date that this Lease.

EXHIBIT D

ACCEPTANCE OF PREMISES MEMORANDUM

1. Except for the punch list items (as shown on the attached punch list), Landlord has fully completed the construction work required under the terms of the Lease and the work letter attached thereto.

2. The Premises are tenantable, Landlord has no further obligation for construction (except with respect to punch list items) and Tenant acknowledges that the Building, the Premises and the Work are satisfactory in all respects, except for the punch list items and are suitable for the permitted use.

3. The Commencement Date of the Lease is the 1st day of February 2021.

4. The Term of the Lease expires on the 30th day of April 2025.

5. Rent:

Months	Annual Rental Rate Per Square Foot	Monthly Rental
1 – 3	$0.00 + E	$0.00 + E
4 – 51	$13.00 + E	$2,668.25+E

6. Tenant acknowledges receipt of the current Rules and Regulations for the Building.

7. Tenant's telephone number at the Premises is _____. Tenant's facsimile number at the Premises is _____.

8. All capitalized terms not defined herein shall have the meaning assigned to them in the Lease.

Agreed and Executed this 4/9/2021 day of March 2021.

TENANT:

Global Financial & Insurance Services Inc Advisors

DocuSigned by:

02FB5CF170A5442...

Amin Chagani

EXHIBIT E

PARKING

1. Provided Tenant is not in default under this Lease, Landlord shall make available to Tenant, at no cost throughout the Term, four (4) unreserved parking spaces in the Garage and two (2) reserved parking spaces in the Garage, and three (3) unreserved parking spaces in the surface lot. Landlord reserves the right from time to time to designate certain parking spaces as reserved for other tenants of the Building. All unreserved parking in the Garage will be on a non-reserved, first-come, first-serve basis. Landlord reserves the right upon written notice posted in the Garage, to change the parking system for the Garage to provide special requirements for weekend, holiday or after hours usage and to temporarily close the Garage, or portions thereof to make such repairs or alterations as Landlord may deem appropriate. Tenant assumes all risk related to the use of the Garage and the surface lot at the Building (collectively, the "Parking Facilities"), and Tenant hereby waives, on behalf of itself and all others using same, all claims, whether based on negligence or other grounds, against Landlord, its agents and employees arising out of any loss or damage to automobiles or other property while located in the Parking Facilities, or arising out of any personal injuries sustained in connection with the use of said Parking Facilities. Tenant shall pay the replacement fee charged from time to time by Landlord for the loss of any magnetic parking card, parking sticker or other access device issued by Landlord.

2. Notwithstanding the foregoing, Tenant shall have the right, upon 30 days' prior written notice to Landlord, to convert any of its unreserved spaces in the Garage to reserved spaces (subject to availability), in which event Tenant shall thereafter pay to Landlord during the remainder of the Term, as additional Rent, a parking charge (the "Parking Charge") equal to Landlord's then-current rate for reserved parking (currently $50.00 per month per space, plus applicable taxes), for each such reserved space, to be paid monthly in advance. A pro rata portion of such Parking Charge shall be payable for any partial calendar month.

3. Tenant shall comply with the rules and regulations governing the use of the Parking Facilities as promulgated by Landlord from time to time, and the failure to do so, or the failure to pay any Parking Charge, shall constitute a Default under the Lease (after any applicable notice and cure periods as set forth in this Lease) and shall entitle Landlord, in addition to any other remedies provided hereunder, to terminate Tenant's parking rights hereunder and tow any vehicles which are in violation of said rules and regulations at the sole cost and expense of Tenant and without liability for damages resulting therefrom.