

PARKWAY CENTRE III

OFFICE LEASE

PARKWAY CENTRE II & III LLC,

LANDLORD

TOUCHSTONE MEDICAL IMAGING, LLC

TENANT

OFFICE LEASE

This Lease is effective as of March 9, 2020 (the "Effective Date") and between Parkway Centre II & III LLC, a Texas limited liability company, ("Landlord"), and Touchstone Medical Imaging, LLC, a Delaware limited liability company, ("Tenant").

1. Definitions.

(a) "Base Amount" means the actual Basic Operating Costs for calendar year 2020.

(b) "Base Rent" means the initial rate of twenty eight dollars (\$28.00) per square foot of Rentable Area of the Premises per year during the Lease Term, subject to annual increases of fifty cents (\$0.50) per square foot of Rentable Area commencing with the thirteenth (13th) month of the Lease Term and a \$0.50 increase on each anniversary of the thirteenth month and further subject to the Rent abatement for the former Suite 300 (4,908 RSF) described below.

<u>Months</u>	<u>Base Rent per RSF*</u>
1 through 8 (Suite 300 only)	\$0.00*
1 through 12 (Suite 380 - 3,538 RSF)	\$28.00 plus Electrical Costs
9 through 12 (old Suite 300 - 4,908 RSF)	\$28.00 plus Electrical Costs
13 through 24	\$28.50 plus Electrical Costs
25 through 36	\$29.00 plus Electrical Costs
37 through 48	\$29.50 plus Electrical Costs
49 through 60	\$30.00 plus Electrical Costs
61 through 72	\$30.50 plus Electrical Costs
73 through 84	\$31.00 plus Electrical Costs
	* Notwithstanding abatement of Base Rent, Tenant shall pay Electrical Costs plus Tenant's Share of Basic Operating Costs

(c) "Base Year" means calendar year 2020.

(d) "Basic Operating Costs" has the meaning given in Section 6.

(e) "Broker" means (a) Tenant's broker is Evonne N. Keene acting on behalf of Mohr Partners and (b) Landlord's broker is Stream Realty Partners, L.P.

(f) "Building" means the office building located upon the Property. The address of the Building is 2745 Dallas Parkway, Plano, Texas 75093.

(g) "Building Standard" means the level of service or type of equipment standard in the Building or the type, brand or quality of materials Landlord designates from time to time to be the minimum type, brand or quality to be used in the Building or the exclusive type, grade or quality of material to be used in the Building.

(h) "Commencement Date" means the earlier of (i) the date that Tenant actually occupies the Premises for the conduct of its business or (ii) the date on which the Premises are Ready for Occupancy.

(i) "Common Areas" means all areas, spaces, facilities and equipment (whether or not located within the Building) made available by Landlord for the common and joint use of Landlord, Tenant and others designated by Landlord using or occupying space in the Building including, without limitation, tunnels, loading docks, walkways, sidewalks and driveways necessary for access to the Building, Parking Areas, Building lobbies, atriums, landscaped areas, public corridors, public rest rooms, Building stairs, elevators open to the public, service elevators (provided that such service elevators shall be available only for tenants of the Building and contractors and suppliers of tenants, and others designated by Landlord), drinking fountains and any such other areas and facilities, if any, as are designated by Landlord from time to time as Common Areas including, without limitation, any such areas so designated by Landlord on a single tenant floor of the Building.

(j) "Complex" means the Property, the Building and the Parking Areas.

(k) "Construction Allowance" means a below finished ceiling allowance in the amount of thirty dollars (\$30.00) per square foot of Rentable Area in Suite 380 (3,538 RSF) for a total of \$106,140.00 to be used in accordance with Exhibit D. Tenant may apply up to five dollars (\$5.00) per Rentable Area in Suite 380 or a total of \$17,960.00 of the Construction Allowance towards payment of Base Rent at any time with thirty days' prior written notice to Landlord. Landlord shall be entitled to a construction management fee of five percent (5%) of all construction costs but the 5% shall not apply to any application of the Construction Allowance towards payment of Base Rent. In addition to the monetary Construction Allowance, Landlord shall install Building Standard new paint and carpet in the former Suite 300 (4,908 RSF).

(l) "Default Rate" means the lesser of (i) ten percent (10%) per annum, and (ii) the maximum lawful rate.

(m) "Effective Date" means the date set forth in the initial paragraph of this Lease.

(n) "Electrical Costs" means all electrical usage charges and fees charged to, levied against or otherwise payable with respect to the Complex. Electrical Costs shall not include any electrical costs separately metered to and payable directly by any tenant of the Complex to landlord or the utility provider, but in such event, Landlord may adjust Tenant's proportionate share to exclude from the Rentable Area of the Complex the Rentable Area of any such separately metered tenant space.

(o) "Initial Improvements" means those improvements to the Premises which Landlord has agreed to provide pursuant to the attached Tenant Improvements Agreement.

(p) "Landlord Related Party" means any officer, manager, director, member, partner, shareholder, employee, contractor, agent or representative of Landlord.

(q) "Lease Term" means eighty four (84) months plus any partial month at the beginning of the Lease Term.

(r) "Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the first day of the month following the Commencement Date unless the Commencement Date occurs on the first day of a month, in which event the first Lease Year shall begin on the Commencement Date.

(s) "Market Area" means the mid-Dallas Tollway office submarket.

(t) "Normal Business Holidays" means New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day and any other day which shall be recognized by office tenants generally (excluding federal or state banking institutions) as a national holiday on which employees are not required to work.

(u) "Normal Business Hours" for the Building means 6:30 a.m. to 6:30 p.m. on Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday, exclusive of Normal Business Holidays.

(v) "Parking Areas" means those areas located upon the Property designated by Landlord, from time to time, as parking areas but Landlord shall provide adequate parking based upon a ratio of four spaces per each 1,000 RSF.

(w) "Parking Agreement" means the Parking Agreement attached to this Lease as Exhibit E.

(x) "Parking Garage" means the parking garage located on the Property and servicing the Building.

(y) "Premises" means a new Suite 300 located on the third floor of the Building which shall contain 8,446 square feet of Rentable Area. The Premises will combine the two suites of offices currently known as (i) Suite 300 located on the third floor of the Building (4,908 RSF)

and (ii) Suite 380 located on the third floor of the Building (3,538 RSF) and outlined on the floor plan attached as Exhibit B.

(z) "Property" means the land described on the attached Exhibit A.

(aa) "Punchlist Items" means touch up, minor finish, mechanical adjustment or decoration work required to be performed in connection with the Initial Improvements that does not unreasonably interfere with occupancy of the Premises by Tenant.

(bb) "Ready for Occupancy" means two weeks after the later of the following (i) the Initial Improvements are Substantially Complete and (ii) all documents and other items have been submitted to the City of Plano required to obtain a certificate of occupancy for the Premises.

(cc) "Rent" means, collectively, the Base Rent, the Tenant's Share of Basic Operating Costs (as provided in Section 6), and the Tenant's share of Electrical Costs, the amounts to be paid by Tenant pursuant to the Tenant Improvements Agreement (if any) and all other sums of money becoming due and payable to Landlord under this Lease.

(dd) "Rentable Area" means (i) the "Usable Area" within any leased premises (i.e., the gross area enclosed by the surface of the exterior glass walls, the midpoint of any walls separating portions of the Premises from those of adjacent tenants, the slab penetration line of all walls separating such leased premises from Service Areas and the corridor side of walls separating such leased premises from Common Areas) plus (ii) a pro rata part of the Common Areas and Service Areas within the Building including the area encompassed by any columns or other structural elements which provide support to such leased premises or the Building, but excluding permanent vertical penetrations, such as fire stairs, elevator shafts, flues, pipe shafts and vertical ducts.

(ee) "Rentable Area of the Complex" means 153,314 square feet of Rentable Area.

(ff) "Rentable Area of the Premises" means 8,446 which is the total Rentable Area of Suite 300 (4,908 RSF) plus the total Rentable Area of Suite 380 (3,538 RSF) regardless of any variations resulting from later re-measurement or actual construction and completion of the Premises for occupancy.

(gg) "Rules and Regulations" means the rules and regulations for the Complex on the attached Exhibit C and the rules and regulations for the Parking Areas set forth in Section 5 of Exhibit E and any rules and regulations that may be adopted or altered by Landlord in accordance with Section 26 of Exhibit C.

(hh) "Security Deposit" means the sum of \$19,707.00.

(ii) "Service Areas" means those areas, spaces, facilities and equipment serving the Complex (whether or not located within the Building), but to which Tenant and other occupants of the Building will not have access including, without limitation, service elevators,

mechanical, telephone, electrical, janitorial and similar rooms and air and water refrigeration equipment.

(jj) "Substantially Complete" means that the Initial Improvements have been completed substantially in accordance with the Plans and Specifications (excluding Punchlist Items) and the Premises are capable of being legally occupied for the purposes described in Section 4.

(kk) "Taxes" means all taxes, margin tax, assessments and governmental charges clearly attributed to this Complex, whether federal, state, county or municipal, and whether by taxing districts or authorities presently taxing the Complex or by others, subsequently created or otherwise and any other taxes, association dues and assessments attributable to the Complex or its operation, excluding, however, federal and state income taxes, inheritance, estate, gift, corporation or net profits tax for which Landlord becomes liable or which may be imposed upon or assessed against Landlord.

(ll) "Tenant Improvements Agreement" means the Tenant Improvements Agreement (if any) attached to this Lease as Exhibit D.

(mm) "Tenant Related Party" means any officer, manager, director, member, partner, shareholder employee, contractor, agent or representative of Tenant.

(nn) "Tenant's Share" means 5.509%, which is the proportion which the Rentable Area of the Premises bears to the Rentable Area of the Complex.

(oo) "Tenant's Share of Basic Operating Costs" means the Tenant's Share of the amount, if any, by which the Basic Operating Costs during any calendar year of the Lease Term exceed the Base Amount.

2. Lease Grant. Upon the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and the non-exclusive right to use the Common Areas, subject to all of the terms and conditions of this Lease (including the Rules and Regulations).

3. Lease Term; Acceptance of Premises.

(a) This Lease shall continue in force during a period beginning on the Effective Date of this Lease (though the Lease Term shall not commence and no Rent shall accrue until the Commencement Date) and ending on the expiration of the Lease Term, unless this Lease is terminated early (pursuant to the right of Landlord or Tenant as set forth in this Lease) or extended to a later date pursuant to any other term or provision of this Lease.

(b) If the Commencement Date is delayed due to any omission, delay or default by Tenant or any Tenant Related Party acting on behalf of Tenant or due to any other cause described as a Tenant Delay in the Tenant Improvements Agreement (if any), (each, a "Tenant Delay"), Landlord shall have no liability for such delay and the obligations of Tenant under this Lease (including, without limitation, the obligation to pay Rent) shall nonetheless

commence as of the date that the Commencement Date would have occurred but for such Tenant Delay. Upon Landlord's determination that a Tenant Delay has occurred, Landlord shall give Tenant written notice (which may be via email) and Tenant shall have one business day to cure or remedy the Tenant Delay. If, however, the Commencement Date is delayed due to any reason other than a Tenant Delay, then, as Tenant's sole remedy for the delay in Tenant's occupancy of the Premises, the Commencement Date shall be delayed and the obligation to pay Rent shall not commence until the earlier of (i) the date of actual occupancy by Tenant of the Premises for the conduct of its business or (ii) five (5) business days following the date on which the Premises are Ready for Occupancy. If the Commencement Date has not occurred by December 31, 2020 (other than due to Tenant Delay), Tenant may terminate this Lease by notice to Landlord.

(c) During the thirty (30) day period prior to the projected Commencement Date, Tenant shall have a limited license to enter the Premises for the purposes of installing furniture, fixtures and equipment but only (i) to the extent permitted under all applicable laws including, without limitation, any laws or requirements of any governmental agency requiring a certificate of occupancy prior to the occupancy of the Premises and (ii) with Landlord's prior consent in each instance, which consent shall not be unreasonably withheld or delayed. Tenant shall ensure that its employees and contractors do not interfere with Landlord's completion of the Initial Improvements and any delay caused by any such unreasonable interference by Tenant, Tenant's employees, contractors, subcontractors or agents shall constitute a Tenant Delay.

(d) On or about the Commencement Date, Landlord and Tenant shall execute an acceptance of Premises memorandum confirming the Commencement Date and the acceptance by Tenant of the Premises, subject to the completion of the Punchlist Items, if any.

4. Use. The Premises shall be used solely for general office purposes which allow Tenant to operate its business consistent with its prior practices and for no other purpose.

5. Payment of Rent.

(a) Rent (including Tenant's share of Electrical Costs) shall be due and payable to Landlord in advance in monthly installments on or before the first day of each calendar month during the Lease Term, at Landlord's address as provided on the signature page of this Lease or as otherwise designated by Landlord in writing from time to time. Landlord may, at its option, bill Tenant for Rent, but no delay or failure by Landlord in providing such a bill shall relieve Tenant from the obligation to pay the Rent on the first day of each month. All payments shall be in the form of a check or electronic funds transfer unless otherwise agreed by Landlord. The Rent shall be paid without notice, demand, abatement, deduction or offset. If the Lease Term commences on other than the first day of a calendar month, then the Base Rent for such partial month shall be prorated and paid at the rental rate applicable during the first full month of the Lease Term. Any such prorated Base Rent shall be paid to Landlord no later than the Commencement Date. The Base Rent due for the first full month of the Lease Term shall be paid to Landlord contemporaneously with the delivery by Tenant to Landlord of an executed copy of this Lease. If the Lease Term commences or ends at any time other than the first day of a calendar year, the Tenant's Share of Basic Operating Costs shall be prorated for such year according to the

number of days of the Lease Term in such year. Base Rent shall be prorated for any partial month at the end of the Lease Term.

(b) Notwithstanding any contrary provision of this Lease, provided Tenant is not in default of this Lease beyond any applicable cure period, the Base Rent due under this Lease (exclusive of Tenant's Share of Basic Operating Costs, Electrical Costs or any other charges due under this Lease) shall be abated for the former Suite 300 only (4,908 RSF) for the first eight (8) calendar months of the Lease Term (the time prior to the ninth month of the Lease Term is the "Abatement Period") and such conditional concession is offered to Tenant as an inducement and partial consideration for Tenant to (A) execute this Lease, (B) occupy the Premises for the entire Lease Term and (C) comply with its agreements contained in this Lease but if a monetary Event of Default occurs under this Lease and Tenant does not cure the Event of Default within the applicable cure period, then (1) all previously abated Rent which would have otherwise been payable during the Abatement Period shall become immediately due and payable and Tenant shall immediately pay to Landlord upon demand all such previously abated Rent that would otherwise have been payable during the Abatement Period and (2) Tenant's right to abate Rent shall terminate and Tenant shall have no further right to any Rent abatement.

6. Basic Operating Costs.

(a) In addition to Base Rent and Tenant's Share of Basic Operating Costs, Tenant shall pay to Landlord its share of Electrical Costs. Each month, Landlord shall deliver to Tenant a statement showing Tenant's share of Electrical Costs for the preceding calendar month and Tenant shall pay the statement promptly (but in no event less than thirty days) after delivery of the statement.

(b) Tenant shall also pay to Landlord Tenant's Share of Basic Operating Costs. Prior to the commencement of each calendar year during the Lease Term after the calendar year in which the Lease Term commences, Landlord may, at its option, provide Tenant with a then current estimate of Basic Operating Costs for the upcoming calendar year, and thereafter Tenant shall pay, as additional rental, in monthly installments in accordance with Section 5, the estimated Tenant's Share of Basic Operating Costs for the calendar year in question. The failure of Landlord to estimate Basic Operating Costs and bill Tenant on a monthly basis shall in no event relieve Tenant of its obligation to pay Tenant's Share of Basic Operating Costs. If the Complex is not at least ninety five percent (95%) occupied during any year of the Lease Term (including the calendar year in which the Lease Term commences), the Basic Operating Costs and Electrical Costs shall be "grossed up" by increasing the variable components of Basic Operating Costs and Electrical Costs to the amount which Landlord projects would have been incurred had the Complex been ninety five percent (95%) occupied during such year, such amount to be annualized for any partial year.

(c) On or before April 1 of each calendar year during the Term (including the calendar year following the year in which the Lease Term expires or is terminated), or promptly thereafter, Landlord shall furnish to Tenant a statement of Tenant's Share of Basic Operating Costs (the "Statement"). In the event of an underpayment by Tenant because of any difference between the amount, if any, collected by Landlord from Tenant for the estimated Tenant's Share

of Basic Operating Costs and the actual amount of Tenant's Share of Basic Operating Costs, Tenant shall pay the amount of such underpayment to Landlord within thirty (30) days following delivery of the Statement. In the event of an overpayment by Tenant, Landlord shall credit such overpayment against the next maturing installments of Tenant's Share of Basic Operating Costs.

(d) "Basic Operating Costs" means all direct and, to the extent provided in Section 6(d)(i), indirect costs and expenses incurred in each calendar year of operating, maintaining, repairing, managing and, to the extent specifically provided below, owning the Complex including, without limitation, the following:

(i) wages, salaries and other compensation of employees engaged in the direct operation and maintenance of the Complex that are commercially reasonable for a Complex, employer's social security taxes, unemployment taxes or insurance and any other taxes which may be levied on such wages, salaries and other compensation, and the reasonable cost of medical, disability and life insurance and pension or retirement benefits for such employees but with respect to employees engaged in the operation and maintenance of other buildings owned by Landlord (or an affiliate of Landlord), other than the Complex, such items shall be fairly apportioned among all such buildings, and all compensation of persons above the grade of building manager shall be excluded;

(ii) cost of leasing or purchasing all supplies, tools, equipment and materials used in the operation, maintenance, repair and management of the Complex;

(iii) cost of all utilities for the Complex (both interior and exterior) including, without limitation, the cost of water and power, electrical utilities, sewage, heating, lighting, air conditioning and ventilation for the Complex, but excluding Electrical Costs of all tenants, which Landlord agrees will be billed separately as provided above and not included in Basic Operating Costs;

(iv) cost of all maintenance and service agreements for the Complex and surrounding grounds including, without limitation, janitorial service, pest control, security service, equipment leasing, energy management system leasing, landscape maintenance, alarm service, window cleaning, metal finishing and elevator maintenance;

(v) cost of all insurance relating to the Complex including, without limitation, fire and extended coverage insurance, rental interruption insurance and liability insurance applicable to the Complex and Landlord's personal property used in connection therewith, plus the cost of all deductible payments made by Landlord in connection therewith (but only to the extent not already deducted as a Basic Operating Cost);

(vi) all Taxes (if the amount of Taxes payable for any calendar year including the amount of Taxes included in the Base Amount, is changed by final determination of legal proceedings, settlement, or otherwise, such changed amount shall be the Taxes for such year);

(vii) cost of repairs and general maintenance for the Complex (excluding such repairs and general maintenance paid by insurance proceeds or by Tenant or other third parties), excluding capital improvements;

(viii) legal expenses incurred with respect to the Complex which relate directly to the operation of the Complex and which benefit all of the tenants of the Complex generally, such as legal proceedings to abate offensive activities or uses or reduce property taxes, but excluding legal expenses related to the collection of Rent or to the sale, leasing or financing of the Complex due to the gross negligence or misconduct of Landlord;

(ix) fees for management services, whether provided by an independent management company, by Landlord or by any affiliate of Landlord, but only to the extent that the costs of such services do not exceed competitive costs for comparable services in comparable buildings of the class, type, size, age and location of the Complex in the Market Area;

(x) expenses incurred in order to comply with any federal, state or municipal law, code or ordinance, or regulation which was not promulgated, or which was promulgated but not in effect or applicable to the Complex, as of the Effective Date of this Lease;

(xi) amortization of the cost of installation of capital investment items which (A) Landlord reasonably believes will either (1) reduce (or avoid increases in) Basic Operating Costs, or (2) promote safety or (B) may be required in order to comply with any federal, state or municipal law, code or ordinance, or regulation which was not promulgated, or which was promulgated but was not in effect or applicable to the Complex, as of the Effective Date of this Lease. All costs of such capital investment items shall be amortized, together with an amount equal to interest at ten percent (10%) per annum, with the amortization schedule being determined in accordance with generally accepted accounting principles and in no event to extend beyond the remaining useful life of the Building; and

(xii) reasonable cost of ad valorem tax consultants not to exceed tax savings achieved.

(e) Notwithstanding anything to the contrary in this Lease, Basic Operating Costs shall not include any expenses or costs for the following items:

(i) except as provided in Section 6(d)(xi), costs that under generally accepted accounting principles are required to be classified as capital expenditures and related depreciation or amortization;

(ii) except as provided in Section 6(d)(xi), depreciation or amortization of the Complex or its contents or components;

(iii) expenses for the preparation of space (including tenant finish out costs) or other similar type work which Landlord performs for any tenant or prospective tenant of the Complex;

(iv) expenses incurred in leasing or obtaining new tenants or retaining existing tenants including, without limitation, marketing costs and leasing commissions;

(v) except as provided in Section 6(d)(viii), legal expenses;

(vi) interest, amortization or other costs associated with any mortgage, loan or refinancing of the Complex;

(vii) costs of environmental remediation, costs of restoration of casualty or condemnation damage, reserves, and costs for which Landlord is reimbursed by others; or

(viii) any ground rent incurred for the Complex.

(f) If there exists any dispute as to the calculation of Tenant's Share of Basic Operating Costs (a "Dispute"), the events, errors, acts or omissions giving rise to the Dispute shall not constitute a breach or default by Landlord nor shall Landlord be liable to Tenant, except as specifically provided below. If there is a Dispute, Tenant shall notify Landlord in writing within thirty (30) days after receipt of the Statement. The notice shall specify the items in Dispute. Notwithstanding the existence of a Dispute, Tenant shall timely pay the amount in dispute as and when required under this Lease, provided such payment shall be without prejudice to Tenant's position. Upon receipt of such payment, Landlord shall provide Tenant with such supplementary information regarding the items in Dispute as may be reasonably requested by Tenant in an effort to resolve such Dispute but Landlord shall not be required to provide any supplementary information to Tenant unless all sums shown to be due by Tenant on the Statement are paid in full. If Landlord and Tenant are unable to resolve the Dispute, the Dispute shall be referred to a mutually satisfactory third party certified public accountant for final resolution, subject to the audit rights of Tenant contained in Section 6(g). The cost of such certified public accountant shall be paid by the party found to be least accurate (in terms of dollars in dispute). If a Dispute is resolved in favor of Tenant, Landlord shall, within thirty (30) days thereafter, refund any overpayment to Tenant, together with interest from the time of such overpayment at six percent (6%) per annum. The determination of such certified public accountant shall be final and binding, subject to the audit rights of Tenant contained in Section 6(g), and final settlement shall be made within thirty (30) days after receipt of such accountant's decision. If Tenant fails to dispute the calculation of Tenant's Share of Basic Operating Costs in accordance with the procedures and within the time periods specified in this Section 6(f), or request an audit of the Basic Operating Costs in accordance with the procedures and within the time periods specified in Section 6(g), the Statement shall be considered final and binding for the calendar year in question.

(g) Tenant, at Tenant's expense, shall have the right, no more frequently than once per calendar year, following thirty (30) days' prior written notice (such written notice to be given within thirty (30) days following Tenant's receipt of Landlord's Statement delivered in accordance with Section 6(c)) to Landlord, to audit Landlord's books and records relating to Basic Operating Costs for the immediately preceding calendar year only. The audit must be concluded within sixty (60) days after Tenant's receipt of Landlord's Statement for the year to which such audit relates and the audit must not unreasonably interfere with the conduct of Landlord's

business. Without limiting the foregoing, Tenant's right to audit Landlord's books and records shall be subject to the following conditions:

(i) no audit shall be allowed unless Basic Operating Costs for the calendar year in question have increased by more than five percent (5%) over Basic Operating Costs for the immediately preceding calendar year;

(ii) the audit shall be conducted during Normal Business Hours and at the reasonable location in Dallas County or Collin County, Texas, where Landlord maintains its books and records;

(iii) Tenant shall deliver to Landlord a copy of the results of such audit within five (5) days after its receipt by Tenant;

(iv) no audit shall be permitted if an Event of Default by Tenant has occurred and is continuing under this Lease including any failure by Tenant to pay an amount in Dispute;

(v) the audit must be conducted by a an independent local CPA accounting firm reasonably acceptable to Landlord that is not being compensated by Tenant on a contingency fee basis and which has agreed with Landlord in writing to keep the results of such audit confidential by executing and delivering to Landlord a confidentiality agreement in the form of Exhibit F attached to this Lease, such confidentiality agreement to also be signed and delivered to Landlord by Tenant;

(vi) no subtenant shall have the right to audit;

(vii) if, for any calendar year, an assignee of Tenant (as permitted by this Lease) has audited or given notice of an audit, Tenant will be prohibited from auditing such calendar year, unless in the case of an audit having been noticed but not yet performed by such assignee, the assignee withdraws its audit notice, and, similarly, if Tenant has audited such calendar year or given such notice, the foregoing restrictions of this Section 6(g)(viii) will apply to the assignee's right to audit; and

(viii) any assignee's audit right will be limited to the period after the effective date of the assignment.

Unless Landlord in good faith disputes the results of such audit, an appropriate adjustment shall be made between Landlord and Tenant to reflect any overpayment or underpayment of Tenant's Share of Basic Operating Costs within thirty (30) days after delivery of such audit to Landlord. In the event of an overpayment by Tenant, within thirty (30) days following the delivery of such audit, Landlord shall, if no Event of Default exists, make a cash payment to Tenant in the amount of such overpayment, or, if an Event of Default exists, credit such overpayment against delinquent Rent and make a cash payment to Tenant for the balance. If Landlord in good faith disputes the results of any such audit, the parties shall in good faith attempt to resolve any disputed items. If Landlord and Tenant are able to resolve such dispute, final settlement shall be made within thirty (30) days after resolution of the dispute. If the parties are unable to resolve

any such dispute, any sum on which there is no longer dispute shall be paid and any remaining disputed items shall be referred to a mutually satisfactory third party certified public accountant for final resolution. The cost of such certified public accountant shall be paid by the party found to be least accurate (in terms of dollars in dispute). The determination of such certified public accountant shall be final and binding and final settlement shall be made within thirty (30) days after receipt of such accountant's decision.

(h) In no event shall controllable expenses within Tenant's Share of Basic Operating Costs increase by more than seven percent (7%) annually on a cumulative and compounded basis over the Lease Term. "Controllable Expenses" means all Basic Operating Costs exclusive of (i) the cost of utilities, (ii) the cost of insurance, (iii) taxes and assessments and governmental charges and (iv) to the extent properly included in Basic Operating Costs, the costs of capital improvements.

(i) Prior to the end of the Base Year, and prior to the beginning of each calendar year during the Lease Term, Landlord shall present to Tenant a statement with an estimate of Tenant's Share of Basic Operating Costs for the following calendar year. If the statement is not given prior to the beginning of any calendar year, Tenant shall continue to pay during the following calendar year the same amount of Tenant's Share of Basic Operating Costs Forecast payable during the calendar year just ended until the month after such statement is delivered to Tenant.

(j) Landlord and Tenant agree that each provision of this Lease for determining charges and amounts payable by Tenant is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.012 of the Texas Property Code.

7. Late Payments; Dishonored Checks.

(a) If any installment of Rent is not received within five (5) days after the date due (without in any way implying Landlord's consent to such late payment), Tenant, to the extent permitted by law, agrees to pay, in addition to the installment of Rent, a late payment charge equal to five percent (5%) of the installment of Rent due, it being understood that the late payment charge shall be for the purpose of reimbursing Landlord for the additional costs and expenses which Landlord presently expects to incur in connection with the handling and processing of late payments. . Notwithstanding the foregoing, the late payment charge shall increase to ten percent (10%) of the installment of Rent due if Tenant becomes responsible for a late payment charge more than twice during any consecutive twelve (12) month period. Such charge shall revert to five percent (5%) after Tenant has paid Rent for twelve (12) consecutive months without incurring a late charge. In the event of any such late payment(s) by Tenant, the additional costs and expenses so resulting to Landlord will be difficult to ascertain precisely and the foregoing charge constitutes a reasonable and good faith estimate by the parties of the extent of such additional costs and expenses. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights or remedies under this Lease unless such default is otherwise cured within the time period provided in this Lease.

(b) In addition to the late payment charge contained in Section 7(a), all Rent, if not paid within thirty (30) days of the date due, shall, at the option of Landlord, and to the extent permitted by law, bear interest from the date due until paid at the Default Rate.

(c) If any check tendered by Tenant is returned for non-sufficient funds, Tenant shall, in addition to any other remedies available to Landlord under this Lease, pay Landlord an NSF fee of one hundred dollars (\$100.00).

8. Security Deposit. The Security Deposit shall be deposited with Landlord by Tenant contemporaneously with the delivery by Tenant to Landlord of this Lease. The Security Deposit shall be held by Landlord, without liability for interest, as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Tenant's liability for damages in case of default by Tenant. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of Rent or to satisfy any other covenant or obligation of Tenant under this Lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord on written demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within thirty (30) days following the termination of this Lease. If Landlord transfers its interest in the Building during the term of this Lease, Landlord may assign the Security Deposit to the transferee and upon assumption by such transferee of liability for the Security Deposit, Landlord shall have no further liability for the return of such Security Deposit.

9. Services to be Furnished by Landlord.

(a) So long as no Event of Default exists under this Lease, Landlord agrees to furnish Tenant the following services:

(i) facilities for hot and cold water at those points of supply provided for general use of other tenants in the Building and as necessary to service any kitchen facilities within the Premises approved by Landlord and provided solely for the use of Tenant and its employees, and central heat and air conditioning in season (the cost of such service to be paid by Tenant and other tenants of the Complex in accordance with Section 6(d)(iii), and the cost of such service during other than Normal Business Hours to be paid as set forth in Section 9(a)(viii)), during Normal Business Hours, at such temperatures and in such amounts as are considered to be standard for similar class office buildings within a three mile radius of the Building or as required by governmental authorities (including energy conservation requirements);

(ii) maintenance and repair for all Common Areas and Service Areas of the Complex in the manner and to the extent reasonably deemed to be industry standard for similar commercial buildings in the mid-North Dallas Tollway submarket;

(iii) janitorial service, five days per week, exclusive of Normal Business Holidays, at a level comparable to that provided in similar class office buildings within a three mile radius of the Building;

(iv) all Building Standard LED, fluorescent and incandescent bulb and ballast replacement in the Premises, the Common Areas and the Service Areas;

(v) limited access to the Building (or to the floor on which the Premises are located) during other than Normal Business Hours through the use of master entry cards or keys. Tenant shall receive one master entry card or key for each two hundred square feet of Rentable Area in the Premises. Tenant shall reimburse Landlord for the cost of each additional card or key and for each replacement card or key for any card or key lost by or stolen from Tenant. The cost of additional keys shall be \$20.00 per key and the cost of additional cards shall be \$25.00 per card. Tenant agrees to surrender all master entry cards or keys in its possession upon the expiration or earlier termination of this Lease. Any lost cards or keys shall be canceled. Landlord shall have no liability to Tenant, its employees, agents, contractors, invitees, or licensees for losses due to theft or burglary (other than theft or burglary committed by employees of Landlord), or for damages done by unauthorized persons in the Premises or on the Complex. Tenant shall cooperate fully in Landlord's efforts to control access in the Building and shall follow all regulations of Landlord in accordance with Exhibit C;

(vi) electricity and proper facilities to furnish (A) Building Standard lighting (which shall be defined as an average load of two watts per square foot of Rentable Area of the Premises multiplied by the number of Normal Business Hours in each month), and (B) sufficient electrical power for normal office machines including computers and copiers and other machines of similar electrical consumption ("Miscellaneous Power"), provided that Tenant's Miscellaneous Power requirements shall not exceed eight watts per square foot of Rentable Area of the Premises, of connected load or two watts per square foot of Rentable Area of the Premises of demand load multiplied by the number of Normal Business Hours in each month (as measured by one or more separate watt hour meters), or require a voltage greater than 120/208 volts 3 phase or require more than five hundred watts for any piece of equipment (the "Building Standard Electrical Design Load"). If Landlord determines that Tenant will require, or is consuming, special lighting in excess of Building Standard or Miscellaneous Power in excess of the Building Standard Electrical Design Load, Tenant shall reimburse Landlord for the cost of any additional equipment, such as transformers, risers and supplemental air conditioning equipment, which Landlord's engineer reasonably deems necessary to accommodate such above standard consumption (without implying any obligation on the part of Landlord to accommodate such use), and Landlord may install separate meters to all or a portion of the Premises at the cost of Tenant. If separate utility meters are provided to the Premises, Landlord may elect to have all charges for the utilities separately metered to the Premises billed directly to Tenant and Landlord shall make a corresponding adjustment to Tenant's Share of Basic Operating Costs;

(vii) passenger elevator service in common with other tenants of the Building for ingress to and egress from the floor upon which the Premises are situated, twenty four hours a day, seven days a week, and non-exclusive freight elevator service to the Premises during Normal Business Hours and at other times upon reasonable prior notice to Landlord and

approval of the Building manager. Any passenger or freight elevator use shall be subject to the Rules and Regulations for the Building and shall be subject to temporary cessation for ordinary repair and maintenance and during times when life safety systems override normal Building operating systems; and

(viii) heating and air conditioning during other than Normal Business Hours shall be furnished only upon the prior request of Tenant made in accordance with such procedures as are, from time to time, prescribed by the Building manager, and Tenant shall bear the cost of such heating and air conditioning service with a two hour minimum charge at the then current after hours HVAC rate as reasonably determined from time to time by Landlord. If any other tenant within the same HVAC zone as the Premises also requests after hours heating or air conditioning during the same period as Tenant, Landlord shall equitably allocate the cost among all tenants within the same HVAC zone requesting such service.

(b) If Landlord agrees to provide any additional services at the specific request of Tenant, without implying any obligation on the part of Landlord to do so, the provision of such services shall, unless otherwise specifically agreed in writing, be subject to the availability of Building personnel, and, if the provision of any such service requires Landlord to incur any out of pocket cost, Tenant shall reimburse Landlord for the cost of providing such service (plus an administrative charge equal to ten percent of such cost, plus applicable sales tax) within ten days following receipt of an invoice from Landlord. Unless Landlord has agreed with Tenant to the contrary in writing, Landlord may discontinue the provision of such additional service at any time upon thirty days advance written notice (or immediately upon the occurrence of an Event of Default).

(c) The unintentional failure by Landlord, to any extent, to furnish services required to be furnished by Landlord, or any cessation of services, shall not render Landlord liable in any respect for damages (including, without limitation, business interruption damages) to persons or property, nor be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from fulfillment of any covenant or agreement set forth in this Lease. Should any of such services be interrupted, Landlord shall use commercially reasonable diligence to restore the same promptly, but Tenant shall have no claim for rebate of Rent, damages or eviction due to any interruption. Notwithstanding the foregoing, subject to Section 24 (Casualty Damage) and Section 25 (Condemnation), if any portion of the Premises becomes unfit for occupancy because Landlord fails to deliver any service required under this Section 9 for any period exceeding five (5) consecutive business days (excluding Normal Business Holidays) after receipt of notice of such failure from Tenant, and provided such failure is not caused by Tenant or any Tenant Related Party, Landlord shall allow Tenant an equitable abatement of Rent (based on the severity of the interruption and the amount of space unfit for occupancy) effective from the sixth (6th) business day (excluding Normal Business Holidays) following the earlier to occur of (i) the date on which Tenant first provided Landlord with written notice of the interruption of such service, and (ii) the date on which Landlord first acquired actual knowledge of the interruption of such service, until such portion of the Premises is again fit for occupancy and such service is restored.

10. Graphics; Signage. Landlord shall, at Landlord's sole cost, provide and install (a) one Building Standard identification sign per floor within the Premises, (b) Tenant's name and suite numbers to the Building directory in the lobby and (c) subject to availability, one sign on the existing monument sign similar to and consistent with the monument signs of existing tenants (collectively, the "Base Building Signage"). Any other signage requested by Tenant in addition to the Base Building Signage shall be subject to the prior approval of Landlord and shall be provided, constructed and installed by Landlord and Tenant shall reimburse Landlord for Landlord's cost of providing such service together with the costs of all permits and other approvals, plus an administrative charge equal to five percent of Landlord's cost. All such additional signage shall be in the standard graphics for the Building and no others shall be used or permitted without Landlord's prior written consent. Tenant, at its sole cost and expense, shall remove all non-Building Standard signage (if such non-Building Standard signage was permitted by Landlord) upon the termination of this Lease and repair any damage caused by such removal.

11. Telecommunications.

(a) If Tenant desires to utilize the services of a telephone or telecommunications provider whose equipment is not servicing the Building as of the date of Tenant's execution of this Lease ("Provider"), such Provider shall be required to obtain the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, before installing its lines or equipment within the Complex. In no event shall the Provider be permitted to provide service to any occupant of the Complex other than Tenant, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

(b) Landlord's refusal to give its consent to the installation of lines or equipment by the Provider shall be deemed reasonable unless all of the following conditions are satisfied to Landlord's satisfaction, the satisfaction of such conditions to be evidenced by a written agreement between Provider and Landlord or by any other means acceptable to Landlord in its reasonable judgment:

(i) Landlord shall incur no expense whatsoever with respect to any aspect of Provider's provision of its services including, without limitation, the costs of installation, materials, utilities (including the cost of any separate meters) and service;

(ii) prior to commencement of any work in or about the Building by Provider, Provider shall supply Landlord with such written indemnities, insurance verifications, financial statements, and such other items as Landlord reasonably deems to be necessary to protect its financial interests and the interests of the Building relating to the proposed activities of the Provider;

(iii) prior to the commencement of any work in or about the Building by the Provider, the Provider shall agree to abide by the Rules and Regulations and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Building, the tenants in the Building, and the Landlord including, without limitation, providing security in such form and amount as determined by Landlord;

(iv) Landlord reasonably determines that there is sufficient space in the Building for the placement of all of the Provider's equipment and materials;

(v) the Provider is licensed and reputable; and

(vi) the Provider agrees to reasonably compensate Landlord for space used in the Building for the storage and maintenance of the Provider's equipment and for all costs that may be incurred by Landlord in arranging for access by the Provider's personnel, security for Provider's equipment, and any other such costs as Landlord may reasonably expect to incur.

(c) Landlord's consent under this section shall not be deemed any kind of warranty or representation by Landlord including, without limitation, any warranty or representation as to the suitability, competence or financial strength of Provider.

(d) Tenant acknowledges and agrees that all telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole risk and expense of Tenant.

(e) Tenant agrees that, to the extent service by Provider is interrupted, curtailed, or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

(f) The provisions of this Section 11 may be enforced solely by the Tenant and Landlord, and are not for the benefit of any other party. No Provider shall be deemed a third party beneficiary of this Lease.

12. Repair and Maintenance by Landlord. Except as provided in Section 14, Landlord shall be responsible for the maintenance and repair of exterior and load bearing walls, floors (but not floor coverings), mechanical, electrical, plumbing and HVAC systems and equipment which are Building Standard, the roof of the Building, the Common Areas (including restrooms located on any full floors leased by Tenant), the Service Areas and the Parking Areas. In no event shall Landlord be responsible for the maintenance or repair of improvements made by or at the request of Tenant which are not Building Standard. All requests for repairs must be submitted to Landlord in writing, except in the case of an emergency. Repairs and maintenance by Landlord pursuant to this Section 12 are included in Basic Operating Costs, except to the extent excluded by Section 6(e).

13. Maintenance by Tenant. Tenant shall maintain the Premises in a clean and orderly condition and shall not commit or allow any waste to be committed on any portion of the Premises. At the expiration or early termination of this Lease, Tenant shall deliver up the Premises to Landlord in as good condition as at the Commencement Date, ordinary wear and tear and damage by fire or casualty loss excepted.

14. Repairs by Tenant. Tenant shall, at Tenant's cost, repair or replace any damage to the Premises (including doors and door frames, interior windows and any kitchen equipment,

such as dishwashers, sinks, refrigerators, trash compactors and plumbing and other mechanical systems related thereto) that is not caused by Landlord or that is within the responsibility of Landlord under the Tenant Improvements Agreement, if any, and any damage to the Complex, or any part thereof, caused by Tenant or any employee, officer, contractor, agent, subtenant, guest, licensee or invitee of Tenant (except that with respect to any such damage outside of the Premises or below floor coverings, above ceilings or behind walls or columns, such damage shall be repaired by Landlord, and Tenant shall reimburse Landlord for the cost of such repairs or replacements, plus an administrative charge equal to five percent of the cost of such repairs or replacements, excluding in all events ordinary wear and tear. If Tenant fails to make such repairs or replacements within thirty days after receipt of written notice from Landlord, Landlord may, at Landlord's option, make such repairs or replacements, and Tenant shall reimburse Landlord for the reasonable cost of such repairs or replacements, plus an administrative charge equal to five percent of the cost of such repairs or replacements. Reimbursement for all repairs performed by Landlord pursuant to this Section 14 shall be payable as additional Rent by Tenant to Landlord within thirty days following Tenant's receipt of an invoice from Landlord. Notwithstanding anything contained herein to the contrary, if any such damage is covered by Landlord's insurance, or insurance that Landlord is required to maintain, in whole or in part, Tenant's liability under this Section 14 shall be limited to the deductible payable by Landlord and any portion of the cost of repairing such damage not covered by Landlord's insurance. In connection with major repairs or replacements made by Tenant, Tenant shall provide Landlord with a copy of the contractor agreement regarding such repairs, copies of certificates of insurance evidencing contractor coverage satisfactory to Landlord, copies of "as built" plans and specifications and other information or documentation reasonably required by Landlord including evidence of the lien free completion of such repairs or replacements.

15. Alterations, Additions, Improvements.

(a) Tenant will make no alteration, change, improvement, replacement or addition to the Premises (collectively, "Alterations"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, with respect to interior Alterations which will not affect, in any way, the mechanical, electrical, plumbing, HVAC, structural or fire and life safety components of the Building ("Non-Structural Alterations"). Notwithstanding the preceding sentence, Tenant may make individual Non-Structural Alterations with a total contract price of no more than ten thousand dollars (\$10,000.00) (i) without Landlord's consent and (ii) subject to Tenant's delivery to Landlord of written notice describing the proposed Non-Structural Alterations and the proposed contractors at least ten (10) business days' prior to commencing the work (except in the event of need for emergency work). Landlord may, at its option, require Tenant to submit plans and specifications to Landlord for approval prior to commencing any Alterations. All Alterations (other than Non-Structural Alterations) shall be performed by a contractor on Landlord's approved list (a copy of which may be obtained from the Building manager). All Alterations shall be done in a good and workmanlike manner and in compliance with all applicable laws and ordinances including, without limitation, Title III of The Americans With Disabilities Act of 1990 or Tex. Civ. Stat. Ann. art. 9102 (collectively, the "Disability Laws") and the Texas Architectural Barriers Statute. Tenant shall require that any contractors used by Tenant carry a comprehensive liability (including builder's risk) insurance policy in such amounts as Landlord may reasonably require and provide proof of

such insurance to Landlord prior to the commencement of any Alterations. TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM, AND REIMBURSE LANDLORD FOR AND WITH RESPECT TO, ANY AND ALL COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DEMANDS, CLAIMS, CAUSES OF ACTION AND LIENS ARISING FROM AND IN CONNECTION WITH ANY ALTERATIONS PERFORMED BY TENANT. All persons performing work in the Building at the request of Tenant shall register with the Building manager prior to initiating any work. Upon completion of any Alterations, Tenant shall provide Landlord with copies of its building permit, final inspection tag and, if plans and specifications were required by Landlord, final "as built" plans and specifications, together with evidence of the lien free completion of such Alterations. Except for the Initial Improvements (which shall be governed by the Tenant Improvements Agreement [if any]), all Alterations now or hereafter placed or constructed on the Premises at the request of Tenant shall be at Tenant's cost. If Landlord performs such Alterations on Tenant's behalf, the cost of such Alterations (plus a construction management fee equal to five percent of hard costs) shall be payable as additional Rent by Tenant to Landlord within ten days following Tenant's receipt of an invoice from Landlord.

(b) Upon the expiration or early termination of this Lease, Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment provided (i) such removal is made prior to the termination or expiration of the Lease Term, (ii) no Event of Default exists and (iii) Tenant promptly repairs all damage caused by such removal. All other property at the Premises, any Alterations to the Premises, and any other articles attached or affixed to the floor, wall, or ceiling of the Premises shall, immediately upon installation, be deemed the property of Landlord and shall be surrendered with the Premises at the termination or expiration of this Lease, without payment or compensation therefor. If, however, Landlord so requests in writing, Tenant will, at Tenant's sole cost and expense, prior to the termination or expiration of the Lease Term, remove any and all trade fixtures, office supplies and office furniture and equipment placed or installed by Tenant in the Premises, and any non-Building Standard Alterations (other than the Initial Improvements) installed by Tenant or installed by Landlord at Tenant's request in the Premises and which Landlord designated as being subject to removal at the time of approval, and will repair any damage caused by such removal.

16. Laws and Regulations; Disability Laws; Building Rules and Regulations.

(a) Tenant, at Tenant's sole cost and expense, shall comply with all current and future federal, state, municipal and other laws and ordinances applicable to the use of the Premises, the employees, agents, visitors and invitees of Tenant, and the business conducted in the Premises by Tenant including, without limitation, all environmental laws and regulations; will not engage in any activity which would cause Landlord's fire and extended coverage insurance to be canceled or the rate increased (or, at Landlord's option, Landlord may allow Tenant to engage in such activity provided Tenant pays for any such increase in the insurance rate); and will not commit any act which is a nuisance or annoyance to Landlord or to other tenants in the Building or which might, in the reasonable judgment of Landlord, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the value of the Building. Without limiting the foregoing, Tenant shall not place or permit to remain within the Premises any "hazardous materials" as such term is now or hereafter defined under applicable

environmental laws, except cleaning supplies, copier toner or other similar type products commonly found in commercial office space, provided such items are properly labeled, stored and disposed of in accordance with all applicable governmental requirements. Notwithstanding the foregoing, nothing in this Section 16(a) shall be construed as requiring Tenant to be responsible for any legal requirements applicable to the structural portions of the Premises, any restrooms within the Building (other than restrooms constructed by or at the special request of Tenant) or the Building Standard mechanical, electrical, plumbing or HVAC systems, or any non-compliance existing prior to the Commencement Date, unless the failure to comply with any such legal requirements is caused by Tenant or anyone acting for Tenant.

(b) Tenant, at its sole cost, shall be responsible for compliance with all Disability Laws with respect to (i) the Premises (excluding the Initial Improvements and excluding any non-compliance existing prior to the Commencement Date), (ii) the Initial Improvements, if any, if Tenant engaged the architect that prepared the Plans and Specifications, (iii) all Alterations made to the Premises or any other acts of Tenant after the Commencement Date, (iv) all requirements of Disability Laws that relate to the employer employee relationship or that are necessitated by the special needs of any employee, agent, visitor or invitee of Tenant and that are not required to be provided generally including, without limitation, requirements related to auxiliary aids and graphics installed by or on behalf of Tenant (other than Base Building Signage), and (v) all requirements of Disability Laws that relate to private restrooms constructed by or at the special request of Tenant. Landlord, at its sole cost, shall be responsible for compliance with Disability Laws with respect to the Common Areas (including restrooms located upon full floors leased by Tenant) and the Service Areas and the Initial Improvements, if Landlord engaged the architect that prepared the Plans and Specifications. Neither party shall be in default under this Section 16(b) for its failure to comply with Disability Laws so long as the responsible party is either contesting in good faith, and by legal means, the enforcement of Disability Laws, or is undertaking diligent efforts to comply with Disability Laws.

(c) Tenant shall comply with the Rules and Regulations and shall use best efforts to cause all of its agents, employees, contractors, invitees and visitors to do so. All commercially reasonable changes to such Rules and Regulations shall be (i) commercially reasonable for similar Buildings in the mid-North Dallas Tollway submarket and (ii) sent by Landlord to Tenant in writing. Landlord shall have no liability to Tenant or any other person for its failure to enforce the Rules and Regulations.

(d) Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Lease Term remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury including those named on OFAC's Specially Designated and Blocked Persons List and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or any other related governmental action.

(e) Landlord shall defend, indemnify and hold harmless Tenant, its successors and assigns, from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims,

demands or judgments of any nature arising out of or in connection with (i) the presence of any hazardous waste or toxic substance on or in the Premises or the Building as of the date of this Lease or placed on the Premises or the Building as a result of any acts of Landlord or Landlord's employees, agents or contractors or the release of any hazardous waste or toxic substance therefrom, as a result of Landlord's operation of the Building or any acts of Landlord or Landlord's employees, agents or contractors and (ii) any failure by Landlord to comply with the terms of any environmental laws or any order or regulation issued by any federal, state or municipal department or agency having regulatory authority over environmental matters with regard to the Building or the Premises.

17. Entry by Landlord. Tenant agrees to permit Landlord and its employees, agents, contractors or representatives to enter into and upon any part of the Premises at all reasonable hours upon 24 hour prior notice (and in the case of emergencies at all times and without notice) to inspect the same, or to show the Premises to prospective purchasers, mortgagees, insurers or tenants, or to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of Rent by reason any entry. Landlord shall use reasonable efforts to minimize any disruption to the conduct of Tenant's business by reason of any such entry. No notice shall be required with respect to entry by Landlord, or its employees, agents or contractors to perform janitorial services.

18. Assignment and Subletting.

(a) Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Premises (any such assignment, sublease, mortgage, pledge, hypothecation, or grant of a concession or license being hereinafter referred to in this Section 18 as a "Transfer") without the prior written consent of Landlord, consent not to be unreasonably withheld, and any attempt to effect a Transfer without such consent of Landlord shall be void and of no effect. In order for Tenant to make a Transfer that requires Landlord's consent, Tenant must request in writing Landlord's consent at least thirty days in advance of the date on which Tenant desires to make a Transfer and pay Landlord a \$1,500.00 fee for reviewing such request (the "Review Fee"). Such request shall include the name of the proposed assignee or sublessee, current financial information on the proposed assignee or sublessee and the terms of the proposed Transfer. Landlord shall, within fifteen days following receipt of such request, notify Tenant in writing that Landlord elects to (i) terminate this Lease as to the space so affected as of the date so specified by Tenant, in which event Tenant will be relieved of all further obligations under this Lease as to such space, (ii) permit Tenant to assign or sublet such space in accordance with the terms provided to Landlord or (iii) to reasonably refuse consent to Tenant's requested Transfer and to continue this Lease in full force and effect as to the entire Premises. If Landlord fails to notify Tenant in writing of such election within the fifteen day period, Landlord shall be deemed to have elected option (i) above. If Landlord elects option (ii) above, Landlord shall return the Review Fee to Tenant. If Landlord elects to exercise option (ii) above, Tenant agrees to provide, at its expense, improvements, alterations or additions as may be required by the sublease or by applicable law. The prohibition against a Transfer contained herein shall be construed to include a prohibition against any Transfer by merger, sale of assets, sale of a controlling interest in stock or other equity interests in Tenant or operation of law (a "Deemed Assignment") except Tenant may, with fifteen

(15) days' prior written notice to Landlord, effectuate a Deemed Assignment without Landlord's consent provided that the surviving or resulting entities who are liable under this Lease have a tangible net worth based upon financial statements (audited or certified as true and correct by an officer of Tenant) immediately following the Deemed Assignment not less than Tenant's tangible net worth immediately before the Deemed Assignment. Notwithstanding the foregoing or anything else in this Lease, Tenant shall have the right, subject to Section 18(b), without Landlord's consent, to assign this Lease or sublet all or any portion of the Premises to any person or entity who controls, is controlled by, or is under common control with the original Tenant named in this Lease (an "Affiliate Transfer"). The term "control" shall mean with respect to a corporation, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled corporation, and with respect to a person or entity that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person or entity. Tenant shall provide Landlord with written notice of any Affiliate Transfer at least ten days prior to the effective date of the transfer.

(b) Notwithstanding that the prior express written consent of Landlord to a Transfer may have been obtained under the provisions of Section 18(a) or that such permission is not required, the following shall apply to all Transfers (including Affiliate Transfers):

(i) Tenant shall, in the case of an assignment, cause the assignee to expressly assume in writing and to agree to perform all of the covenants, duties and obligations of Tenant under this Lease, and such assignee shall be jointly and severally liable therefor along with Tenant;

(ii) Tenant shall agree with Landlord that, except in the case of an Affiliate Transfer, if the rent or other consideration due and payable by a sublessee or assignee under any such permitted sublease or assignment exceeds the Rent for the portion of the Premises so transferred, then Tenant shall pay to Landlord, as additional Rent, fifty percent of all such excess rental and other consideration, immediately upon receipt by Tenant from the transferee;

(iii) no use of the Premises different from the permitted use by Tenant shall be permitted, and all of the terms and provisions of this Lease shall continue to apply after a Transfer; and

(iv) Tenant will nevertheless remain directly and primarily liable for the performance of all the covenants, duties and obligations of Tenant under this Lease (including, without limitation, the obligation to pay Rent), and Landlord shall be permitted to enforce the provisions of this Lease against the undersigned Tenant or any transferee, or both, without demand upon or proceeding in any way against any other persons.

(c) The consent by Landlord to a particular Transfer shall not be deemed a consent to any other subsequent Transfer. If this Lease, the Premises or the Tenant's leasehold interest therein, or if any portion of the foregoing is transferred, or if the Premises are occupied in whole or in part by anyone other than Tenant without the prior consent of Landlord as provided herein, Landlord may nevertheless collect rent from the transferee or other occupant

and apply the net amount collected to the Rent payable under this Lease, but no such collection of rent or application by Landlord shall be deemed a waiver of the provisions hereof or a release of Tenant from the further performance by Tenant of its covenants, duties and obligations under this Lease.

(d) Notwithstanding anything to the contrary contained herein, if Tenant, as a debtor in possession (the "DIP"), or a trustee for the estate in bankruptcy of Tenant (the "Trustee"), assumes this Lease and proposes to assign this Lease, or sublet the Premises (or any portion thereof), pursuant to the provisions of the Federal Bankruptcy Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") to any person, partnership, corporation or other entity (the "Proposed Assignee"), then such assumption of this Lease and any such assignment or sublease shall be subject to all of the following:

(i) If the rental agreed upon between the DIP or the Trustee, as the case may be, and the Proposed Assignee under any proposed assignment or sublease of the Premises (or any part thereof) is greater than the rental rate that Tenant must pay Landlord under this Lease for that portion of the Premises that is subject to such proposed assignment or sublease, or if any consideration shall be received by the DIP or the Trustee, as the case may be, in connection with any such proposed assignment or sublease, then all such excess rental or such consideration shall be paid or delivered to Landlord, and shall not constitute property of the DIP, the Trustee, or of the estate of Tenant, as the case may be, within the meaning of the Bankruptcy Code.

(ii) Any proposed assignment or sublease of this Lease by the DIP or the Trustee, as the case may be, pursuant to provisions of the Bankruptcy Code, shall provide adequate assurance of future performance under this Lease by the Proposed Assignee, which adequate assurance shall include, as a minimum, the following: (A) any Proposed Assignee of the Lease shall deliver to Landlord a security deposit in an amount equal to at least one month's Base Rent accruing under this Lease, (B) any Proposed Assignee of the Lease shall provide to Landlord an unaudited financial statement, certified to be accurate by such Proposed Assignee or by an officer, director or partner thereof and dated no later than six months prior to the Effective Date of such proposed assignment or sublease, which financial statement shall show the Proposed Assignee to have a net worth equal to at least the Rent that shall accrue under this Lease for the next year of the Term, (C) any Proposed Assignee shall pay all Rent not previously paid under this Lease including all payments which have been suspended, mitigated, nullified or reduced to a claim of any kind against Tenant or the Tenant's property, by operation of law or otherwise and (D) any Proposed Assignee shall assume Tenant's obligation to pay Landlord's attorneys' fees pursuant to Section 35.

(iii) This Section 18(d) shall not apply to any assignment or sublease other than pursuant to the provisions of the Bankruptcy Code, nor shall it in any way limit Landlord's rights to damages or other relief in a proceeding under the Bankruptcy Code.

19. Mechanic's Liens. Tenant will not permit any mechanic's liens, materialmen's liens or other liens to be placed upon the Premises or the Complex for any work performed by or at the request of Tenant, or any assignee, sublessee or licensee of Tenant, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord,

express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or other liens against the Premises or the Complex. If any such lien is attached to the Premises or the Complex and not discharged by payment, bonding or otherwise within fifteen days after receipt of written notice from Landlord, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for the aforesaid purpose shall be paid by Tenant to Landlord on demand as additional Rent and shall bear interest at the Default Rate from the date paid by Landlord until reimbursed by Tenant.

20. Property Insurance.

(a) Landlord shall maintain a policy or policies of "all risk" extended coverage insurance on the portion of the Complex that is the property of Landlord including Alterations by Tenant that have become the property of Landlord, in an amount equal to not less than replacement cost. Such insurance shall be maintained at the expense of Landlord (as a part of the Basic Operating Costs), and payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord as their interests shall appear. If insurance premiums for the Complex increase due to: (i) the Initial Improvements to the Premises in excess of Building Standard or any subsequent improvements made by Tenant to the Premises (such improvements to be made only in accordance with this Lease) or made by Landlord at Tenant's request, or (ii) as a result of Tenant's use of the Premises, Landlord may elect to bill Tenant directly for such increased premiums rather than including such increased premiums in Basic Operating Costs, in which event, Tenant will pay as additional Rent, within thirty days of receipt, the amount shown on an invoice prepared by Landlord.

(b) Tenant shall maintain a policy or policies of "all risk" extended coverage insurance on all of its personal property including removable trade fixtures, office supplies and movable office furniture and equipment, located on the Premises, in an amount equal to full replacement cost and endorsed to provide that Tenant's insurance is primary in the event of any overlapping coverage with the insurance carried by Landlord. Such insurance shall be maintained at the expense of Tenant and payment for losses thereunder shall be made solely to Tenant or the mortgagees of Tenant (if permitted by this Lease) as their interests shall appear. Tenant shall, prior to occupancy of the Premises and at Landlord's request from time to time, provide Landlord with a current certificate of insurance evidencing Tenant's compliance with this Section 20. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a property insurance policy is due to be canceled or expire at least fifteen days prior to such cancellation or expiration.

21. Liability Insurance.

(a) Landlord shall maintain a policy or policies of commercial general liability insurance covering the Complex, but excluding the Premises, insuring against claims for personal or bodily injury or death or property damage (including contractual indemnity and liability coverage) occurring upon, in or about the Complex, but excluding the Premises, affording

protection to the limit of not less than \$2,000,000.00 combined single limit per occurrence of bodily injury, property damage, or combination thereof. The insurance shall be maintained at the expense of Landlord (as a part of the Basic Operating Costs), and payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord as their interests shall appear. Landlord's insurance shall contain an endorsement that Landlord's insurance is primary for claims arising out of an incident or event occurring within the Common Areas.

(b) Tenant shall maintain a policy or policies of commercial general liability insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage (including contractual indemnity and liability coverage) occurring upon, in or about the Premises, with the premiums fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Texas and having an A.M. Best Rating of "A VI" or better. Such insurance shall provide minimum protection of not less than \$2,000,000.00 combined single limit primary coverage per occurrence of bodily injury, property damage, or combination thereof. Tenant's insurance shall contain an endorsement that Tenant's insurance is primary for claims arising out of an incident or event occurring within the Premises. Tenant's insurance shall contain a provision naming Landlord (and any mortgagee designated by Landlord) as an additional insured and include coverage for the contractual liability of Tenant to indemnify Landlord pursuant to Section 22. Tenant shall, prior to occupancy of the Premises and at Landlord's request from time to time, provide Landlord with a current certificate of insurance evidencing Tenant's compliance with this Section 21. Tenant shall obtain, if available, the agreement of Tenant's insurers to notify Landlord that a liability insurance policy is due to be canceled or expire at least ten (10) days prior to such cancellation or expiration.

22. INDEMNIFICATION.

(a) TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND EACH LANDLORD RELATED PARTY FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES, COSTS OF INVESTIGATION AND LEGAL DISBURSEMENTS) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (i) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES OR (ii) THE OPERATION OR CONDUCT OF TENANT'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), EVEN IF THE CLAIM IS THE RESULT OF OR CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ANY LANDLORD RELATED PARTY. IF ANY SUCH CLAIM IS MADE AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY, TENANT SHALL, AT TENANT'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO LANDLORD. The indemnity obligations of Tenant under this Section 22 shall not apply to a Claim arising out of the gross negligence or intentional misconduct of Landlord or any Landlord Related Party.

(b) Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including consequential and punitive damages from third party claims) arising from Landlord's maintenance or ownership of the Building and Common Areas or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Landlord in or about the Building, Common Areas or arising from any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease, or arising from the gross negligence or willful or criminal misconduct of Landlord, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to this Lease. Landlord's Indemnification shall not be applicable in the event such damage, act or omission is a result of the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, subcontractors, officers, successors or assigns.

(c) The provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

23. WAIVER OF SUBROGATION RIGHTS. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TO THE EXTENT THAT AND SO LONG AS THE SAME IS PERMITTED UNDER THE LAWS AND REGULATIONS GOVERNING THE WRITING OF INSURANCE WITHIN THE STATE OF TEXAS, ALL INSURANCE CARRIED BY EITHER LANDLORD OR TENANT SHALL PROVIDE FOR A WAIVER OF RIGHTS OF SUBROGATION AGAINST LANDLORD AND TENANT ON THE PART OF THE INSURANCE CARRIER. UNLESS THE WAIVERS CONTEMPLATED BY THIS SENTENCE ARE NOT OBTAINABLE FOR THE REASONS DESCRIBED IN THIS SECTION 23, LANDLORD AND TENANT EACH HEREBY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIMS, ACTIONS OR CAUSES OF ACTION AGAINST THE OTHER, ITS AGENTS, OFFICERS, OR EMPLOYEES, FOR ANY LOSS OR DAMAGE TO PROPERTY OR ANY INJURIES TO OR DEATH OF ANY PERSON WHICH IS COVERED OR WOULD HAVE BEEN COVERED UNDER THE INSURANCE POLICIES REQUIRED UNDER THIS LEASE. THE FOREGOING RELEASE SHALL NOT APPLY TO LOSSES OR DAMAGES IN EXCESS OF ACTUAL OR REQUIRED POLICY LIMITS (WHICHEVER IS GREATER) NOR TO ANY DEDUCTIBLE (UP TO A MAXIMUM OF \$10,000) APPLICABLE UNDER ANY POLICY OBTAINED BY THE WAIVING PARTY. THE FAILURE OF EITHER PARTY (THE "DEFAULTING PARTY") TO TAKE OUT OR MAINTAIN ANY INSURANCE POLICY REQUIRED UNDER THIS LEASE SHALL BE A DEFENSE TO ANY CLAIM ASSERTED BY THE DEFAULTING PARTY AGAINST THE OTHER PARTY HERETO BY REASON OF ANY LOSS SUSTAINED BY THE DEFAULTING PARTY THAT WOULD HAVE BEEN COVERED BY ANY SUCH REQUIRED POLICY. THE WAIVERS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE SHALL BE

IN ADDITION TO, AND NOT IN SUBSTITUTION FOR, ANY OTHER WAIVERS, INDEMNITIES, OR EXCLUSIONS OF LIABILITIES SET FORTH IN THIS LEASE.

24. Casualty Damage. If the Premises or any part thereof are damaged by fire or other casualty, Tenant shall give prompt written notice to Landlord. If the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction of the Building shall, in the judgment of an independent architect selected by Landlord, be required (whether or not the Premises shall have been damaged by such fire or other casualty), or if any mortgagee under a first mortgage or first deed of trust covering the Building requires that the insurance proceeds payable as a result of fire or other casualty be used to retire the mortgage debt, or in the event of the occurrence of a casualty which is not insured under the "all risk" extended coverage insurance required to be carried by Landlord pursuant to the terms of Section 20, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within fifteen days after the date of Landlord's receipt of the estimated cost of reconstruction or determination by a mortgagee to take the proceeds, in which event the Rent shall be abated as of the date of such damage. If Landlord does not elect to terminate this Lease, Landlord shall, as soon as practicable, but no more than sixty days after the date of such damage, commence to repair and restore the Building and shall proceed with reasonable diligence to restore the Building to substantially the same condition which it was in immediately prior to the occurrence of the fire or other casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of Tenant's furniture, fixtures and equipment removable by Tenant under the provisions of this Lease or any Alterations to the Premises made by Tenant following the Commencement Date which were not approved by Landlord in writing, and Landlord shall not in any event be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the fire or other casualty, plus any deductible amounts thereunder. If Landlord determines that insurance proceeds will be insufficient to restore the Building as required by this Section 24, Landlord may, at its option, elect to either (a) terminate this Lease by written notice to Tenant, or (b) provide the extra funds necessary to complete the restoration. If Landlord did not originally construct any Alterations to be repaired, the time for Landlord to commence and complete such repairs shall be extended by the amount of time necessary for Landlord to obtain detailed working drawings of the Alterations to be repaired. If Landlord does not either commence the repairs to the Building within the time required herein, or complete the repairs to the Building within two hundred seventy days after the date of such damage, Tenant may terminate the Lease by written notice to Landlord given no later than thirty days following the date on which Landlord was to commence or complete such repairs, as the case may be. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant an equitable abatement of Rent during the time and to the extent the Premises are unfit for occupancy and vacated by Tenant. If the Premises or any other portion of the Complex is damaged by fire or other casualty resulting from the intentional acts of Tenant or any employee, officer, contractor, agent, subtenant, or licensee of Tenant, the Rent shall not be abated during the repair of such damage, and Tenant shall remain liable for payment of all Rent.

25. Condemnation. If (a) the whole or substantially the whole of the Complex, or (b) the whole or such portion of the Premises as shall render the remainder reasonably unfit for

Tenant's use, shall be taken for any public or quasi-public use, by right of eminent domain or otherwise, or sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises are taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale, the Base Rent payable shall be reduced by an amount representing that portion of Base Rent applicable to the portion of the Premises subject to such taking or sale, and Landlord shall to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, except that Landlord shall not be required to rebuild, repair, or replace any Alterations to the Premises made by Tenant following the Commencement Date which were not approved by Landlord in writing, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property, Complex, Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation, except that Tenant may make a separate claim upon the condemning authority for expenses related to relocation and the unamortized cost of leasehold improvements paid for by Tenant.

26. DAMAGES FROM CERTAIN CAUSES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, AND SUBJECT TO THE TERMS OF SECTION 23, NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO TENANT OR ANY PARTY CLAIMING THROUGH TENANT FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS (a) ANY ACT, OMISSION OR NEGLIGENCE OF TENANT OR TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS, (b) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS, (c) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE BUILDING (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE BUILDING), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD RELATED PARTY, (d) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY LANDLORD'S EMPLOYEES), (e) ANY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS, THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL, BROKEN GLASS, OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD RELATED PARTY, (f) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY OR (g) ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF LANDLORD. UNDER NO CIRCUMSTANCES SHALL LANDLORD BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS. THE PROVISIONS OF THIS

SECTION 26 SHALL NOT LIMIT THE OBLIGATIONS OF LANDLORD OR THE RIGHTS OF TENANT UNDER THIS LEASE NOT INVOLVING A CLAIM FOR DAMAGES.

27. Default by Tenant.

(a) The following events shall be deemed to be events of default by Tenant under this Lease (hereinafter called an "Event of Default"):

(i) Tenant shall fail to timely pay any Rent and such failure shall continue for a period of five days after written notice of such default shall have been delivered to Tenant but if Landlord has given Tenant two such notices during any twelve month period (whether as to one or more than one failure to pay), Landlord shall not be required to give further notice and thereafter the failure or refusal by Tenant to timely make any payment of Rent when due within the following twelve months shall be an Event of Default without notice or grace period;

(ii) Tenant shall fail to comply with any terms, provisions or covenants of this Lease or any other agreement between Landlord and Tenant not requiring the payment of Rent, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty days after written notice of such failure is delivered to Tenant or, if such failure cannot reasonably be cured within such thirty day period, Tenant shall fail to commence to cure such failure within such thirty day period or shall thereafter fail to prosecute such cure diligently and continuously to completion within sixty days of the date of Landlord's notice of default;

(iii) Tenant or any guarantor takes any action to, or notifies Landlord that Tenant or any guarantor intends to, file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state; or a petition is filed against Tenant or any guarantor under any such statute and shall not be dismissed within sixty days thereafter;

(iv) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant or any guarantor and shall not be dismissed within sixty days thereafter; or

(v) Tenant abandons all or any substantial portion of the Premises and Tenant is in monetary Event of Default exists under this Lease or refuses to take occupancy.

(b) Upon the occurrence of any Event of Default, Landlord may, at its option and without further notice to Tenant and without judicial process, in addition to all other remedies given under this Lease or by law or equity, do any one or more of the following: (i) terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord, (ii) enter upon and take possession of the Premises and expel or remove Tenant therefrom, with or without having terminated this Lease, (iii) apply all or any portion of the Security Deposit to cure such Event of Default, (iv) change or re key all locks to entrances to the Premises, and Landlord shall have no obligation to give Tenant a new key to the Premises

until such Event of Default is cured and (v) remove from the Premises any furniture, fixtures, equipment or other personal property of Tenant, without liability for trespass or conversion, and store such items either in the Complex or elsewhere at the sole cost of Tenant and without liability to Tenant. . Landlord may retain control over all such property for the purpose of foreclosing the security interest created by Section 34. Any of such furniture, fixtures, equipment or personal property not claimed within thirty days from the date of removal shall be deemed abandoned.

(c) Exercise by Landlord of any one or more remedies shall not constitute forfeiture or an acceptance of surrender of the Premises by Tenant, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

(d) If Landlord terminates this Lease by reason of an Event of Default, Tenant shall pay to Landlord the sum of (i) the cost of recovering the Premises, (ii) the unpaid Rent and all other indebtedness accrued under this Lease to the date of such termination, (iii) the amounts stated in Section 27(f) and (iv) the total Rent which Landlord would have received under this Lease for the remainder of the Lease Term minus the Fair Market Rental Value (defined below) of the Premises for the same period, both discounted to present value at the Prime Rate (defined below) in effect upon the date of determination and (v) any other damages or relief which Landlord may be entitled to at law or in equity. For the purposes of this section, "Fair Market Rental Value" shall be the rental rate that would be received from a comparable tenant for a comparable lease for premises and other properties of equivalent quality, size, condition and location as the Premises, taking into account any free rent or other concessions, that are generally prevailing in the market place at the time of Tenant's default, market conditions and the period of time the Premises may reasonably be expected to remain vacant before Landlord is able to relet the Premises to a suitable new tenant. For purposes of this section, "Prime Rate" shall mean the per annum rate of interest announced or published from time to time by JPMorgan Chase Bank, N.A. (or its successors or assigns) as its prime commercial lending rate.

(e) If Landlord repossesses the Premises without terminating this Lease, then Tenant shall pay to Landlord (i) the cost of recovering the Premises, (ii) the unpaid Rent and other indebtedness accrued to the date of such repossession, (iii) the amounts stated in Section 27(f) plus the total Rent which Landlord would have received under this Lease for the remainder of the Lease Term minus any net sums thereafter received by Landlord through reletting the Premises during such period after deducting expenses incurred by Landlord in connection with such reletting for advertising costs, brokerage commissions, architectural fees, tenant improvement costs and allowances and any other allowances or concessions provided by Landlord (amortized pro rata over the term of such new lease). Reentry by Landlord will not affect the obligations of Tenant for the unexpired term of this Lease. Tenant shall not be entitled to any excess of rent obtained by reletting over the Rent required to be paid by Tenant under this Lease. Actions to collect amounts due by Tenant may be brought one or more times, without the necessity of Landlord's waiting until the expiration of the Lease Term. In addition, Landlord may, at any time following repossession of the Premises without termination of the Lease, elect to terminate the Lease and pursue the remedies available to Landlord pursuant to Section 27(d) above in lieu of the remedies available to Landlord pursuant to this Section 27(e).

(f) In the case of an Event of Default, Tenant shall also pay to Landlord: (i) if Landlord has terminated this Lease pursuant to Section 27(d), the unamortized portion (assuming level amortization at twelve percent interest over the Lease Term) upon the date of termination of all leasing commissions, tenant improvement costs and allowances, architectural costs and allowances, any other allowances provided by Landlord and all other out of pocket costs of Landlord related to this Lease; and (ii) all other expenses reasonably incurred by Landlord in enforcing Landlord's remedies including attorneys' fees and court costs.

(g) Upon termination of this Lease or repossession of the Premises due to the occurrence of an Event of Default, Landlord shall use commercially reasonable efforts to relet the Premises upon such terms and conditions as Landlord, in Landlord's sole discretion, deems prudent. However, Landlord shall not be required to show preference in leasing the Premises over any other space in the Building or any other office buildings owned by Landlord or any affiliate of Landlord in the Market Area.

(h) If Tenant should fail to make any payment, perform any obligation, or cure any default within fifteen days after receipt of written notice, Landlord, without obligation to do so and without thereby waiving such failure or default, may make such payment, perform such obligation or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and Tenant shall, within ten days following written demand, pay all reasonable costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action, plus, at the option of Landlord, interest thereon at the Default Rate.

28. Default by Landlord. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations under this Lease and such failure continues for a period of thirty days after Tenant delivers written notice of such failure to Landlord and to the holders of any indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises (each, a "Mortgagee"), the name and address of which have been provided to Tenant in writing, provided that if such failure cannot reasonably be cured within such thirty day period, Landlord shall not be in default as long as Landlord or a Mortgagee commences the remedying of such failure within such thirty day period and diligently prosecutes the same to completion, during which time Landlord and any Mortgagee and their respective agents or employees shall be entitled to enter upon the Premises and do whatever may be necessary to remedy such failure. In no event shall Landlord be liable to Tenant, nor shall Tenant be liable to Landlord, for any consequential, special, lost profits or punitive damages under this Lease. Additionally, Tenant hereby waives its statutory lien under Section 91.004 of the Texas Property Code.

29. Quiet Enjoyment. Tenant, on paying all sums herein called for and performing and observing all of its covenants and agreements under this Lease, shall and may peaceably and quietly occupy and use the Premises during the Lease Term, subject to the provisions of this Lease, all matters of record affecting the Complex and applicable governmental laws, rules, and regulations; and Landlord agrees to warrant and forever defend Tenant's right to such occupancy against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, subject only to the provisions of this Lease, all matters of record affecting the Complex and all applicable governmental laws, rules, and regulations.

30. Right to Relocate. [Intentionally Omitted]

31. Holding Over. Should Tenant continue to occupy the Premises after the expiration of the Lease Term without the prior written consent of Landlord, such occupancy shall be a tenancy at sufferance under all of the terms, covenants and conditions of this Lease, but at a daily Base Rent equal to the sum determined by dividing one hundred fifty percent of the Base Rent, plus any sums due pursuant to Section 6, for the final month of the Lease Term by thirty. Tenant shall also pay any and all costs, expenses or damages sustained by Landlord as a result of such holdover. If Tenant consists of more than one person or entity, and if any of the persons or entities comprising Tenant continue to occupy the Premises after the expiration of the Lease Term, all other persons or entities comprising Tenant shall be deemed to have consented to such occupancy and shall continue to be jointly and severally liable for all of the terms, covenants and conditions contained in this Lease during the holdover term.

32. Change of Building Name or Common Areas.

(a) Landlord reserves the right at any time to change the name of the Building upon thirty days advance written notice.

(b) Landlord hereby reserves the right to repair, change, redecorate, alter, improve, or renovate any part of the Common Areas (including, without limitation, those located on any full floor leased by Tenant), without being held guilty of an actual or constructive eviction of Tenant or breach of any express or implied warranty and without any abatement or reduction of Rent. In exercising such right, Landlord will use reasonable efforts to minimize any interruption of Tenant's business conducted in the Premises.

33. Subordination to Mortgage; Estoppels; Financial Statements.

(a) This Lease shall be subordinate to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises or upon the Complex, and to any renewals, modifications, consolidations, refinancings and extensions thereof, but Tenant agrees that any such mortgagee or deed of trust beneficiary shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee or deed of trust beneficiary may deem appropriate, in its discretion. If any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under, any such mortgage, deed of trust or other lien, Tenant agrees, without further action, to attorn to the purchaser upon such foreclosure (or any deed in lieu of foreclosure) and recognize such purchaser as the Landlord under this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises or the Complex and Tenant agrees upon demand to execute such further reasonable instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may reasonably request.

(b) Upon Tenant's written request, Landlord agrees to use reasonable efforts to obtain from Landlord's lender, a subordination, non-disturbance and attornment agreement

on such lender's form and otherwise reasonably satisfactory to Landlord, Tenant and such lender. By making such written request, Tenant obligates itself to pay all related fees, costs and expenses incurred or payable by Landlord including, without limitation, all reasonable fees and charges of the lender and Landlord's reasonable attorney's fees.

(c) Tenant agrees that it will, from time to time, within ten days after written request by Landlord, execute and deliver to such persons as Landlord shall designate, an estoppel agreement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that to Tenant's knowledge the Landlord is not in default (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other factual matters regarding this Lease known to Tenant as Landlord shall reasonably require.

(d) Upon Landlord's written request, Tenant shall promptly furnish Landlord with Tenant's most recent financial statements including a balance sheet income statement certified by Tenant as true and correct in all material respects, but not more than twice during the Initial Term of the Lease except if requested in connection with a proposed sale or refinance of the Building.

34. Landlord's Lien; Security Interest. Tenant hereby grants to Landlord a lien and security interest in all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant under this Lease. The provisions of this section relating to such lien and security interest shall constitute a security agreement under and subject to the Texas Business and Commerce Code so that Landlord shall have and may enforce a security interest in all property of Tenant now or hereafter placed in or on the Premises, in addition and cumulative of the landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Landlord may enforce this landlord's lien and security interest immediately upon a breach of this Lease by Tenant (whether an Event of Default shall exist or not) if Tenant is vacating or is threatening to vacate the Premises. Notwithstanding any other provision of this Lease, upon Tenant's request, Landlord shall subordinate its lien and security interest in Tenant's property to the superior lien of Tenant's existing and future third party lenders. Tenant agrees to execute, as debtor, such financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time, file a copy of this page of this Lease and the signature page of this Lease as a Financing Statement. With respect to such financing statement, Tenant shall be the "debtor" and Landlord shall be the "secured party".

35. Attorney's Fees. Tenant must pay to Landlord on written demand all reasonable attorney's fees, costs and expenses incurred by Landlord in recovery of any Rent or enforcement of Landlord's rights under this Lease. Further, the prevailing party in any suit to enforce or interpret this Agreement shall be entitled to recover reasonable attorneys' fees and necessary disbursements in addition to any other available relief.

36. No Implied Waiver. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Lease or to exercise any right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The acceptance by Landlord of late payments shall not be construed as a waiver by Landlord of the requirement for timely payment nor create a course of dealing permitting such late payments. Any 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 on account of the earliest Rent due Landlord. No endorsement or statement on any check or any letter accompanying any check or payment as Rent shall 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 provided in this Lease.

37. Independent Obligations. The obligation of Tenant to pay Rent and the obligation of Tenant to perform Tenant's other covenants and duties under this Lease constitute independent, unconditional obligations to be performed at all times provided for in this Lease and are independent of the Landlord's performance of Landlord's duties and obligations under this Lease. Except as expressly provided in this Lease, Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against or withhold, abate or deduct from, or offset against Rent.

38. Recourse Limitation. Tenant shall be entitled to look solely to Landlord's equity in the Complex and proceeds therefrom for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any deficiency with respect to the recovery of such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain specific performance of Landlord's obligations under this Lease.

39. Notices. Any notice under this Lease must be in writing, and shall be given or be served by (a) personal delivery, (b) delivery via a recognized overnight courier, (c) depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be notified at the address stated in this Lease or such other address in the continental United States of which notice has been given to the other party in the manner provided herein or (d) via facsimile with either electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within three (3) days. Notice by personal delivery or overnight courier shall be effective upon receipt, notice by mail shall be effective three days after deposit in the United States mail in the manner above described and notice by facsimile shall be effective upon electronic or telephonic verification of receipt.

40. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

41. Recordation. Tenant shall not to record this Lease or any memorandum hereof.

42. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. This Lease is performable in, and the exclusive venue for any action brought with respect hereto, shall be in Collin County, Texas.

43. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, the party responsible for taking such action shall not be liable or responsible for, and there shall be excluded from the computation of 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 cause whatsoever beyond the control of the party responsible for taking such action but this Section 43 shall never be construed or interpreted to allow an extension of time of Tenant's obligation to pay Rent when due under this Lease.

44. Time of Performance. Except as otherwise expressly provided herein, time is of the essence under this Lease including all Exhibits.

45. Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Complex, and in such event and upon the assumption by the transferee of the obligations of Landlord, Landlord shall be released from any further obligations accruing after the date of transfer, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

46. Commissions. Landlord and Tenant agree that the Brokers are the only brokers involved in the procurement, negotiation or execution of this Lease and that the commission shall be paid by Landlord to Landlord's Broker pursuant to a separate commission agreement. Landlord shall not be liable to pay any commission to Tenant's Broker. Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, claim, expense or liability with respect to any by any other broker, agent or other person claiming a commission or other form of compensation based upon and dealings with Tenant with regard to this Lease including, without limitation, commissions or brokerage fees claimed on account of the execution or renewal of this Lease or the expansion of the Premises due to any action of Tenant.

47. Effect of Delivery of This Lease. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option to be exercised by Tenant. This Lease shall not be effective until a copy of this Lease executed by both Landlord and Tenant is delivered by Landlord to Tenant.

48. WAIVER OF WARRANTIES AND ACCEPTANCE OF CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE (INCLUDING THE TENANT IMPROVEMENTS AGREEMENT), NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, SUITABILITY, QUALITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE PREMISES OR THE

PROJECT AND THAT THIS LEASE CONSTITUTES THE FULL AND FINAL AGREEMENT OF LANDLORD AND TENANT WITH RESPECT TO THIS LEASE OF SPACE IN THE BUILDING BY TENANT. EXCEPT FOR ANY WARRANTY SET OUT IN THE TENANT IMPROVEMENTS AGREEMENT, TENANT HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION BASED UPON ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, SUITABILITY, QUALITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE PREMISES OR THE PROJECT. TENANT FURTHER REPRESENTS AND WARRANTS TO LANDLORD THAT TENANT HAS HAD AN OPPORTUNITY TO MEASURE THE ACTUAL DIMENSIONS OF THE PREMISES AND THE BUILDING AND AGREES TO THE SQUARE FOOTAGE CALCULATIONS SET FORTH IN SECTIONS 1(dd), 1(ee) AND 1(ff) OF THIS LEASE FOR ALL PURPOSES. TENANT'S TAKING POSSESSION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE THAT (a) TENANT HAS INSPECTED (OR HAS CAUSED TO BE INSPECTED) THE PREMISES AND THE PROJECT, (b) TENANT ACCEPTS THE PREMISES AND THE PROJECT AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR TENANT'S PURPOSES, AND (c) THE PREMISES AND THE PROJECT FULLY COMPLY WITH LANDLORD'S COVENANTS AND OBLIGATIONS HEREUNDER. NOTWITHSTANDING THE FOREGOING, TENANT DOES NOT WAIVE THE RIGHT TO CAUSE LANDLORD TO (i) CORRECT ANY DEFECTIVE WORK COVERED BY ANY WARRANTY IN THE TENANT IMPROVEMENTS AGREEMENT, (ii) COMPLETE ANY PUNCHLIST ITEMS IN ACCORDANCE WITH THE TERMS OF THE TENANT IMPROVEMENTS AGREEMENT OR (iii) CORRECT ANY "LATENT DEFECTS" IN OR AFFECTING THE PREMISES (i.e., DEFECTS NOT REASONABLY DISCOVERABLE PURSUANT TO A THOROUGH INVESTIGATION OF THE PREMISES). TENANT SHALL HAVE THE RIGHT FOR SIX MONTHS FOLLOWING THE COMMENCEMENT DATE TO PROVIDE LANDLORD WITH WRITTEN NOTICE OF ALLEGED DEFECTS IN THE PERFORMANCE OF THE WORK UNDER THE TENANT IMPROVEMENTS AGREEMENT (IF ANY) OR LATENT DEFECTS IN OR AFFECTING THE PREMISES. THE FAILURE OF TENANT TO DELIVER WRITTEN NOTICE OF ALLEGED DEFECTIVE WORK UNDER THE TENANT IMPROVEMENTS AGREEMENT (IF ANY) OR LATENT DEFECTS WITHIN SUCH SIX MONTH PERIOD SHALL CONSTITUTE A WAIVER OF ANY FURTHER CLAIMS OF TENANT RELATING TO THE INITIAL IMPROVEMENTS AND THE CONDITION OF THE PREMISES OR THE PROJECT AS OF THE COMMENCEMENT DATE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 48 SHALL LIMIT THE RIGHT OF TENANT TO ENFORCE THE REPAIR AND MAINTENANCE OBLIGATIONS OF LANDLORD UNDER THIS LEASE OR THE OBLIGATIONS OF LANDLORD UNDER SECTIONS 24 AND 25.

49. Merger of Estates. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation, shall not constitute a merger of the Landlord's fee estate in the Property and the leasehold interest created hereby; and upon such surrender or cancellation of this Lease, Landlord shall have the option, in Landlord's sole discretion, to (a) either terminate all or any existing subleases or subtenancies or (b) assume Tenant's interest in any or all subleases or subtenancies.

50. Survival of Indemnities and Covenants. Any and all indemnities of Landlord or Tenant and any and all covenants of Landlord or Tenant not fully performed on the date of the expiration or termination of this Lease shall survive such expiration or termination.

51. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

52. Entire Agreement; Amendments. This Lease including the exhibits and addenda, if any, listed in Section 53, contains the entire agreement between the parties and there are no agreements, representations or warranties between the parties other than those specifically set forth herein. Any amendment or modification of this Lease must be in writing and signed by Landlord and Tenant.

53. Exhibits. The following attached exhibits are incorporated herein and made a part of this Lease for all purposes:

Exhibit A	Property Description
Exhibit B	Floor Plan
Exhibit C	Rules and Regulations
Exhibit D	Tenant Improvements Agreement
Exhibit E	Parking Agreement
Exhibit F	Confidentiality Agreement
Exhibit G	Right of First Refusal
Exhibit H	Renewal Option

54. Joint and Several Liability. If Tenant consists of more than one person or entity, the obligations of such parties under this Lease shall be joint and several.

55. Execution Warranty. The persons signing below represent and warrant that they have all requisite power and authority to execute this Lease on behalf of their respective parties and this Lease is fully binding and enforceable against each party to this Lease.

56. Waiver of Right to Trial by Jury. EACH PARTY TO THIS LEASE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS LEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS LEASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

57. Multiple Counterparts. This Lease may be executed in multiple counterparts which together shall constitute the same instrument.

58. Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms will materially and adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its members, managers, partners, officers, directors, employees, agents and attorneys shall not disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or other portion of the Project, or real estate agent, either directly or indirectly, without the prior written consent of Landlord but Tenant may disclose the terms to prospective subtenants or assignees of this Lease, as needed to negotiate and perform its obligations hereunder, as required by law or to enforce this Lease, or for other legitimate, good faith reasons.

59. Furniture, Fixtures and Equipment. The prior tenant of Suite 300 abandoned to Landlord all furniture, fixtures, equipment and other personal property in Suite 300 (collectively, the "FF&E"). As partial consideration for Tenant's (a) execution of this Lease and (b) Tenant's agreement to inspect, maintain and insure all of the FF&E at its sole cost, Landlord hereby sells, transfers and assigns to Landlord all of Landlord's right, title and interest of any type whatsoever in the FF&E at no additional cost. THE FF&E IS CONVEYED ON AN "AS-IS" AND "WHERE IS" BASIS. LANDLORD MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE FF&E. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY OF THE PROPERTY AND ALL SUCH WARRANTIES OF ANY TYPE WHATSOEVER ARE DISCLAIMED.

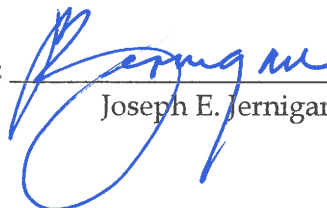
[signature page follows]

Address

Parkway Centre II & III LLC
c/o Wolverine Interests LLC
290 E. John Carpenter Fwy., Suite LL 110
Irving, Texas 75062

LANDLORD

PARKWAY CENTRE II & III LLC,
a Texas limited liability company

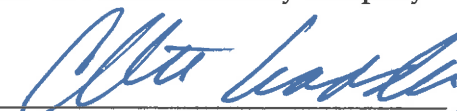
by: 
Joseph E. Jernigan, Manager

Address prior to
Commencement Date

3304 Communications Parkway,
Suite 201
Plano, TX 75093
Attn: Clete Madden

TENANT

TOUCHSTONE MEDICAL IMAGING, LLC,
a Delaware limited liability company

by: 
name: Clete Madden
title: President

Address subsequent to
Commencement Date

2745 Dallas Parkway,
Suite 300
Plano, TX 75093

All notices to Tenant must be copied by email to: julie.szeker@usradiology.com and
trey.sessoms@usradiology.com

Exhibit A

Property Description

Lot 3, Block C, PARKWAY CENTRE ADDITION, PHASE THREE, an addition to the City of Plano, Collin County, Texas, according to the plat recorded January 8, 2002, in Volume N, at Page 598, Map Records, Collin County, Texas.

Exhibit B

Floor Plan

[to be attached]

Exhibit C

Rules and Regulations

Capitalized terms not otherwise defined in this Exhibit C shall have the meanings set forth in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed, nor shall refuse, furniture, boxes or other items be placed therein by Tenant or Tenant's officers, agents, servants, contractors and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building or Complex to another part of the Building or Complex. Tenant shall be responsible, at its sole cost, for the removal of any large boxes or crates not used in the ordinary course of business. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways.

2. Canvassing, soliciting, distributing handbills, advertising and peddling in the Building and Complex are prohibited.

3. Plumbing fixtures and appliances shall be used only for the purpose for which such were constructed or installed, and no unsuitable material shall be placed therein. The cost of repair of any stoppage or damage to any such fixtures or appliances from misuse on the part of Tenant or Tenant's officers, agents, servants, contractors, employees, guests and customers shall be paid by Tenant, and Landlord shall not in any case be responsible therefor.

4. No signs, directories, posters, advertisements, or notices visible to the public shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Building, except in such color, size, and style, and in such places, as shall be first approved in writing by Landlord. Landlord shall have the right to remove, at the expense of Tenant, all unapproved signs, directories, posters, advertisements or notices following reasonable prior notice to Tenant.

5. Tenant shall not do, or permit anything to be done, in or about the Building or Complex, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, or otherwise increase the possibility of fire or other casualty. No cooking (other than cooking through the use of a microwave oven), including grills or barbecues, shall be permitted within the Premises or on any patio adjoining the Premises.

6. Landlord shall have the power to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor of the Premises. All damage done to the Building by the improper placing of such heavy items shall be repaired at the sole expense of Tenant. Tenant shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building and the moving of such equipment shall be done only after written permission is obtained from Landlord and shall be performed under such conditions as Landlord may reasonably require.

7. Corridor doors, when not in use, shall be kept closed.
8. All movement of furniture and equipment into and out of the Building shall be scheduled through the Building manager and conducted outside of Normal Business Hours. All deliveries must be made via the service entrance and service elevator, when provided, during Normal Business Hours. Any delivery after Normal Business Hours must be coordinated with the Building manager. When conditions are such that Tenant must dispose of crates, boxes and other such items, Tenant shall dispose of such items prior to or after Normal Business Hours.
9. Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean.
10. Tenant shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy in any way other tenants or persons having business with such tenants.
11. No animals or birds shall be brought into or kept in or about the Building except for assisting the disabled.
12. No machinery of any kind other than ordinary office equipment such as copiers, fax machines, personal computers and related servers shall be operated on the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed.
13. Tenant shall not use or keep in the Building any flammable or explosive fluid or substance (including Christmas trees and ornaments) or any illuminating materials, without the prior written approval of the Building manager.
14. No bicycles, motorcycles or similar vehicles will be allowed in the Building.
15. No nails, hooks, or screws (other than those necessary for hanging artwork, diplomas, posterboards and other such items on interior walls) shall be driven into or inserted in any part of the Building (including doors), except as approved by Landlord.
16. Landlord has the right to evacuate the Building in the event of an emergency or catastrophe. Tenant shall cause its officers, agents and employees to participate in any fire safety or emergency evacuation drills scheduled by Landlord.
17. No food or beverages shall be distributed from the Premises without the prior written approval of Landlord. Tenant may install refrigerators, microwave ovens, coffee machines and vending machines for the use of its employees and guests in connection with preparation and consumption of food by Tenant's employees and guests.
18. No additional or replacement locks shall be placed upon any doors without the prior written approval of Landlord, which approval shall not be unreasonably withheld. All

necessary keys shall be furnished by Landlord. Upon termination of the Lease, Tenant shall return all keys to Landlord and shall provide the Landlord the combination of all locks on doors or vaults. No duplicates of keys shall be made by Tenant.

19. Tenant will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent Landlord's personnel or contractors from servicing such units as routine or emergency service may require. Tenant shall pay the cost of moving such furnishings for Landlord's access. Tenant shall instruct all of its employees to refrain from adjusting thermostats. The lighting and air conditioning equipment of the Building shall be exclusively controlled by Landlord's personnel.

20. No portion of the Building shall be used for the purpose of lodging rooms.

21. Tenant shall obtain Landlord's prior written approval, which approval shall not be unreasonably delayed or withheld, for the installation of window shades, blinds, drapes or any other window treatment or object that may be visible from the exterior of the Building or affect the heating and cooling of the Building. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change, at Tenant's expense, any unapproved lighting following prior notice to Tenant.

22. No supplemental heating, air ventilation or air conditioning equipment including space heaters and fans, shall be installed or used by Tenant without the prior written consent of Landlord.

23. No smoking shall be permitted within the Premises or anywhere else within the Complex, other than smoking areas designated by the Building manager, if any.

24. No unattended children shall be allowed within the Complex.

25. Other than during Normal Business Hours, Building access shall be limited and access will require entry cards or keys and compliance with Landlord's registration procedures.

26. Landlord reserves the right to rescind any of these Rules and Regulations and make such other and further Rules and Regulations as in its reasonable judgment shall from time to time be necessary or advisable for the operation of the Building or the Complex. All Rules and Regulations shall be binding upon Tenant upon notice to Tenant.

27. In the event of any conflict between these Rules and Regulations and the Lease, the Lease shall control.

Exhibit D

TENANT IMPROVEMENTS AGREEMENT

This Agreement sets forth the rights and obligations of Landlord and Tenant under the Lease with respect to the design, construction and payment for the completion of the Initial Improvements within the Premises.

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Lease. Additionally, the following definitions shall apply:

(a) "Allowance" means (i) the sum of \$30.00 per square foot, multiplied by the Rentable Area of Suite 380 (3,538 sf), or a total of \$106,140.00 for use in Suite 380 and (b) Building Standard new paint and carpet in the existing Suite 300 (4,908 RSF).

(b) "Change Costs" means any increase in the Cost of the Work attributable to any change in the scope of the Work requested or made necessary by Tenant or its representatives after Tenant's written approval of plans, including, without limitation, (i) a direction by Tenant to add to, modify or omit any item of Work contained in the Space Plan or the Plans and Specifications previously approved by Tenant, (ii) any resulting additional architectural, design or engineering services, (iii) any resulting changes to materials in the process of fabrication, (iv) the cancellation or modification of supply or fabricating contracts or (v) the removal or alteration of any Work completed or in process.

(c) "Construction Manager" means Landlord.

(d) "Contractor" means the general contractor selected by Landlord to perform the Work. Landlord reserves the right to replace the initial Contractor or engage other contractors if the initial Contractor fails or refuses to perform the Work to Landlord's satisfaction.

(e) "Cost of the Work" means the cost of performing the Work, the cost of preparing the Space Plan and the Plans and Specifications, all permit fees (including, without limitation, any fee payable to the Texas Department of Licensing and Regulation and any successor), and a construction management fee to Landlord in the amount of five percent of all hard costs.

(f) "Excess Amount" means the amount by which the Cost of the Work exceeds the Allowance.

(g) "Plans and Specifications" means the detailed construction documents for the Initial Improvements dated _____, 20__, prepared by _____. If no Plans and Specifications have been agreed upon by Landlord and Tenant as of the Effective Date of the Lease, the term "Plans and Specifications" shall mean the Plans and Specifications prepared in accordance with Section 2 of this Agreement.

(h) "Space Plan" means the space plan dated _____, 20__, prepared by _____, and showing the general configuration of the Initial Improvements. If no Space Plan has been agreed upon by Landlord and Tenant as of the Effective Date of the Lease, the term "Space Plan" shall mean the Space Plan prepared in accordance with Section 2 of this Agreement.

(i) "Work" means all materials and labor to be added to the existing improvements in the Premises, if any, in order to complete the installation of the Initial Improvements within the Premises for Tenant in accordance with the Plans and Specifications including, without limitation, all air balancing and other mechanical adjustments to Building equipment serving the Premises. Tenant acknowledges and agrees that only Building Standard materials may be utilized in the performance of the Work unless otherwise approved by Landlord in writing, such approval not to be unreasonably withheld. The Work shall not include the purchase and installation of any voice and data cabling, telephone or other communications equipment unless specifically included on the Plans and Specifications.

2. Approval of Space Plan and Plans and Specifications.

(a) If the Space Plan or the Plans and Specifications have not been completed by the Effective Date of the Lease, then no later than ten (10) business days after the Effective Date, Tenant and Landlord shall agree upon the Space Plan and the Plans and Specifications for the Initial Improvements to the Premises including, without limitation, the color scheme and the types of materials and finishes that Tenant desires to use within the Premises. Following agreement by Landlord and Tenant with respect to such items, Landlord shall prepare and deliver construction documents to Tenant for approval. Acting in good faith, Tenant shall approve or disapprove such construction documents within five days after receipt. The failure of Tenant to disapprove such construction documents within such five day period shall constitute approval of such construction documents by Tenant. If Tenant, acting in good faith, does not approve such construction documents, Tenant shall specifically identify its objections and Landlord shall revise such construction documents to address Tenant's objections and re submit the same to Tenant for approval within five business days thereafter. The foregoing process shall be implemented repeatedly until, acting in good faith, Tenant shall have approved Landlord's construction documents. Upon approval by Tenant, such construction documents shall constitute the "Plans and Specifications."

(b) Landlord shall obtain three competitive general contractor bids for the Work within ten (10) business days following the parties' approval of the Plans and Specifications. Tenant may also obtain its own general contractor bid. Within three business days following Landlord's delivery of the three bids to Tenant, Tenant shall select the bid of its choice. If Tenant selects its own general contractor bid, such choice shall be subject to the reasonable approval of Landlord.

3. Compliance with Applicable Laws. Tenant acknowledges that the Plans and Specifications will be prepared by a third party architect not affiliated with Landlord and that, except as provided in Section 16 of the Lease, Landlord shall have no responsibility for compliance of the Plans and Specifications with applicable federal, state and local statutes, codes,

ordinances and other regulations, and the approval of the Plans and Specifications by Landlord shall not constitute a representation or warranty by Landlord that such Plans and Specifications are in compliance with the statutes, codes, ordinances and other regulations.

4. Application of Allowance; Payment of Excess Amount. Landlord shall credit the Allowance against the Cost of the Work and the Excess Amount, if any, shall be paid by Tenant. Landlord may, at its option, prior to the commencement of the Work, provide Tenant with an estimate, prepared by the Contractor, of the Excess Amount. Tenant shall, as a condition to the commencement of the Work, deposit the full amount of the estimated Excess Amount with Landlord (the "Construction Deposit"). The Construction Deposit shall be applied by Landlord against the Excess Amount of the Cost of the Work. Any excess in the Construction Deposit shall be refunded to Tenant within thirty days following the Commencement Date. The Allowance shall not be used for any purpose other than for payment of the Cost of the Work except with fifteen days' prior written to Landlord, Tenant may apply up to \$5.00 per square foot of the Allowance against Rent.

5. Change Costs. Tenant shall at all times pay all Change Costs for Change Orders requested by Tenant incurred by Landlord, which Change Costs shall be paid as a condition precedent to Landlord implementing the change in question.

6. Change Orders. All changes and modifications in the Work from that contemplated in the Plans and Specifications, whether or not such change or modification gives rise to a Change Cost, must be evidenced by a written change order (a "Change Order") executed by both Landlord and Tenant. In that regard, Tenant shall submit to Landlord such information as Landlord shall require with respect to any Change Order requested by Tenant. Landlord shall then return to Tenant either a proposed form of Change Order (which shall show any increase in the Cost of the Work), to evidence Landlord's approval, or a statement disapproving such requested Change Order and stating the reasons for such disapproval. Tenant shall execute and return any approved Change Order to Landlord as a condition precedent to the implementation of the change in question.

7. Failure to Pay. The amounts payable by Tenant to Landlord under this Agreement shall constitute Rent, and Tenant's failure to make any such payment when due shall constitute a default under the Lease, entitling Landlord, subject to any applicable notice or grace periods provided in the Lease, to exercise its remedies under the Lease or this Agreement.

8. Performance of Work and Delays. Following final approval of the Plans and Specifications, Landlord shall instruct the Contractor to proceed with the Work. If a delay shall occur in the completion of the Work as the result of:

(a) any occurrence described in the definition of Change Costs if Tenant requests the Change Order;

(b) Work that is non-Building Standard that requires a lead time (not due to a Landlord default or error) to obtain materials or construction time to perform in excess of that required for Work which is Building Standard, as reasonably determined by Landlord; or

(c) any other act, omission, delay or default of Tenant or Tenant's agents, representatives or employees or the Construction Manager including any violation of the provisions of the Lease or any delay in giving authorizations or approvals pursuant to this Agreement, then any such delay shall be considered a Tenant Delay and will be subject to the terms of Section 3(b) of the Lease. Upon Landlord's determination that a Tenant Delay has occurred, Landlord shall give Tenant written notice (which may be via email) and Tenant shall have one business day to cure or remedy the Tenant Delay.

9. Punchlist. Prior to the Commencement Date, Landlord and Tenant shall conduct a walk-through of the Premises (the "Inspection") and specify in writing the Punchlist Items which remain to be performed by Landlord. Except for the Punchlist Items so identified, and the obligation of Landlord to correct defective work pursuant to Section 11 of this Agreement, and latent defects pursuant to Section 48 of the Lease, all obligations of Landlord in regard to the Work shall be deemed to have been satisfied upon completion of the Inspection and punchlist work. Landlord shall have the right to enter the Premises to complete the Punchlist Items, and entry by Landlord, its agents, servants, employees or contractors for such purpose shall not relieve Tenant of any of its obligations under the Lease or impose any liability on Landlord or its agents, servants, employees or contractors, provided that Landlord shall minimize interference.

10. Notices. All notices shall be given in accordance with the notice provisions of the Lease.

11. Non-Compliance of Initial Improvements. If, within ninety (90) days after the Inspection, Tenant shall provide to Landlord written notice that any of the Initial Improvements do not comply with the Plans and Specifications in all material respects (Tenant agreeing, however, to promptly provide such written notice upon discovery of non-compliance), Landlord will correct such noncompliance at its own expense. Any noncompliance of which Tenant has not given Landlord written notice within such ninety day period is deemed waived but Tenant shall continue to have the rights with respect to latent defects set forth in Section 48 of the Lease. Notwithstanding anything contained herein to the contrary, Landlord is not required to correct noncompliance with the Plans and Specifications of any non-Building Standard materials incorporated by Tenant into the Initial Improvements nor any workmanship defects with respect to contractors or subcontractors specially requested by Tenant and not generally utilized by Landlord.

Exhibit E

Parking Agreement

This Parking Agreement sets forth the rights and obligations of Landlord and Tenant with the respect to parking by Tenant in the Parking Garage.

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Lease.

2. Grant and Rental Fee. Provided no Event of Default has occurred and is continuing under the Lease, Tenant shall have (a) a non-exclusive right to use thirty (30) unreserved surface parking spaces during the Lease Term at no cost and (b) an exclusive right to use three (3) reserved parking spaces located in the Parking Garage during the Lease Term with one reserved space at a monthly rate of \$50.00 per space and two (2) reserved spaces at no charge (all such unreserved and reserved parking spaces are the "Spaces"), plus any applicable taxes subject to such terms, conditions, and regulations as are, from time to time, issued by Landlord including the rules and regulations set forth in Section 5 of this Parking Agreement. Tenant shall pay for such Spaces and shall pay all sums due under the preceding sentence (the "Parking Charges") to Landlord in advance in monthly installments on the first day of each calendar month during the Lease Term, and such Parking Charges shall be deemed to be Rent for all purposes under this Lease.

3. Unavailability of Spaces. If all or a portion of the Spaces become unavailable to Tenant due to casualty damage, flooding, condemnation or repairs, Landlord shall use reasonable efforts to provide Tenant with reasonably satisfactory alternative parking arrangements until the use of such Spaces is restored. Notwithstanding anything contained herein to the contrary, Tenant shall have no right to terminate this Lease based upon any loss of available parking provided the Parking Charges for any lost reserved Spaces shall abate.

4. Limitations of Liability. All motor vehicles shall be parked in the Spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any motor vehicles (including contents), and that Landlord is not responsible for the protection and security of such vehicles (or contents). LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE AND PERSONAL INJURY WHICH MIGHT OCCUR IN THE PARKING AREAS OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN ANY OF THE SPACES. TENANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, EXPENSES, DAMAGES OR CAUSES OF ACTION WHICH LANDLORD MAY INCUR IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE SPACES BY TENANT OR ITS EMPLOYEES, AGENTS, SUBTENANTS, LICENSEES AND VISITORS.

5. Rules and Regulations. Tenant and its employees, agents, subtenants, licensees and visitors shall follow the following rules and regulations for the Parking Areas, as the same may be amended or supplemented from time to time in accordance with the terms of Exhibit C:

- (a) cars must be parked entirely within the stall lines painted on the ground or on the floor;
- (b) all directional signs and arrows must be observed;
- (c) the speed limit shall be five miles per hour;
- (d) parking is prohibited in areas not striped for parking, aisles, areas where "no parking" signs are posted, in cross hatched areas and in such other areas as may be designated by Landlord or Landlord's agents including, without limitation, areas designated as "Visitor Parking" or reserved spaces not rented under this Parking Agreement;
- (e) every vehicle owner is required to park and lock his own car;
- (f) spaces which are designated for small, intermediate or full-sized cars shall be so used; no intermediate or full-sized cars shall be parked in parking spaces limited to compact cars;
- (g) no vehicle may be stored in the Parking Areas and any vehicle remaining in the Parking Areas without interruption for five business days is deemed to have been stored in the Parking Areas; and
- (h) Except for the above paragraph 2, no parking by Tenant and its employees, agents, subtenants, licensees, and visitors shall be permitted in any portion of the Parking Garage.

6. Default. Upon the occurrence of an Event of Default by Tenant under the Lease, Landlord shall be entitled to terminate Tenant's right to utilize the Spaces.

7. Limitation of Access. Landlord shall be entitled to utilize whatever access device Landlord deems necessary (including, without limitation, the issuance of parking stickers or access cards), to assure that only authorized persons will use the Parking Areas.

8. Parking. The Parking Areas are provided for the non-exclusive and common use of Landlord, all tenants of the Building and Complex, and their respective employees, agents, subtenants, licensees, visitors, guests and invitees. Utilization of the unreserved portions of the Parking Areas is therefore subject to availability (and Landlord shall have no obligation to provide a specific number of surface parking spaces to Tenant. If any person wrongfully parks in any of the Parking Area or if any personnel shall violate the rules and regulations set forth in Section 5 of this Parking Agreement, Landlord shall be entitled and is hereby authorized to place a wheel lock or other device restricting mobility upon such vehicle or have any such vehicle towed away, at the sole risk and expense of the vehicle owner.

Exhibit F

Confidentiality Agreement

This Agreement, dated as of _____, is entered into by _____ ("Tenant") and _____ ("Auditor") for the benefit of Parkway Centre II & III LLC ("Landlord").

In connection with the Lease (the "Lease") dated _____, between Landlord and Tenant, Tenant has the right to hire an independent accounting firm to audit Landlord's books and records pertaining to Basic Operating Costs (as defined in the Lease).

As a condition of Tenant's audit right, Landlord requires that Tenant and Auditor keep confidential the Confidential Information.

Auditor and Tenant agree as follows, for the benefit of Landlord:

1. Auditor and Tenant acknowledge that the information which Auditor and Tenant may receive in connection with such audit is non-public, confidential and proprietary information relating to Landlord, its business operations and the Complex, and that Landlord would be irreparably damaged if such information were disclosed to or utilized on behalf of any other person (including Auditor and Tenant), firm, corporation or any other tenant of the Complex for any reason other than Tenant's audit of Landlord. Auditor and Tenant agree that any information given to Auditor or Tenant by Landlord during the course of such audit is, and shall remain, property owned by Landlord.

2. Auditor and Tenant agree to keep confidential, and agree to cause their employees, associates, agents and advisors to keep confidential, any information belonging to Landlord and any information not generally known to the public about the business and affairs of Landlord including, without limitation, information regarding Basic Operating Costs (collectively, the "Confidential Information").

3. Auditor and Tenant shall maintain internal policies and procedures to safeguard against any breach of this Agreement.

4. Notwithstanding anything to the contrary set forth herein, if Auditor or Tenant is required to do so in legal, arbitration, governmental or regulatory proceedings, Auditor or Tenant may disclose only that portion of the Confidential Information that it is legally compelled to disclose.

5. Auditor and Tenant acknowledge that the subject matter of this Agreement is unique and that no adequate remedy at law would be available for breach of the obligations specified herein. Accordingly, in the event of a breach or threatened breach by Auditor or Tenant of the provisions of this Agreement, Landlord shall, in addition to any other rights and remedies

available to it, at law or in equity, be entitled to injunctive relief by a court or agency of competent jurisdiction enjoining and restraining the violating party from committing or continuing any violation of this Agreement.

6. This Agreement cannot be modified except by a written instrument signed by Landlord, Auditor and Tenant.

7. Attorneys' Fees. The prevailing party in any suit to enforce or interpret this Agreement shall be entitled to recover reasonable attorneys' fees and necessary disbursements in addition to any other available relief.

8. Governing Law/Exclusive Jurisdiction. This Agreement shall be governed by and enforced in accordance with the laws of Texas. In any dispute or proceeding to enforce or interpret this Agreement, each party expressly consents to the exclusive jurisdiction of the state and federal courts of Collin County, Texas and venue shall be proper in Collin County.

TENANT

a _____

by: _____

name: Clete Madden

title: President

AUDITOR

a _____

by: _____

name: _____

title: _____

Exhibit G

Right of First Refusal

If, during the initial Lease Term, Landlord receives an offer which Landlord is willing to accept (the "Offer") to lease all or any portion of the vacant space on the third floor of the Building and contiguous or adjacent to the Premises (the "Refusal Space") and provided that the Lease is in full force and effect and there is no uncured Event of Default under the Lease, Tenant shall have a right of first refusal ("Right of First Refusal") to lease all (but not part) of the space that is the subject of the Offer (the "Subject Space") upon the same terms and conditions contained in the Offer but the lease term for the Subject Space shall be the same as the remaining Lease Term of the Lease, and if the remaining Lease Term is shorter than the lease term stated in the Offer, all allowances, concessions or other costs to be paid by Landlord shall be proportionately reduced or the rental rate in the Offer shall be adjusted upward by Landlord in accordance with its standard pricing procedures (which currently provide for the recovery on a level basis through the remaining lease term of all Landlord allowances or costs at ten percent (10%) interest, but which may be subject to change) to take into account the shorter period within which Landlord may recover any allowances, concessions or other costs to be paid by Landlord as set forth in the Offer. If, within five (5) business days after Tenant receives written notice of the Offer (including a statement of the material terms and conditions), Tenant does not notify Landlord in writing that Tenant elects to lease the Subject Space, then Tenant's Right of First Refusal with respect to the Subject Space shall terminate and Landlord may enter into a lease with the prospective tenant who made the Offer on substantially the same terms and conditions contained therein. In addition, if the Subject Space is less than all of the Refusal Space, and the remainder of the Refusal Space is adjacent to the Premises, Tenant's failure to exercise the Right of First Refusal with respect to the Subject Space shall not prejudice its Right of First Refusal with respect to the remainder of the Refusal Space. Except as provided in the preceding two sentences, the failure of Tenant to exercise the Right of First Refusal within the time period set forth herein shall constitute a waiver and termination of the Right of First Refusal. If Tenant timely notifies Landlord of its intention to lease the Subject Space, Landlord and Tenant shall promptly enter into an amendment to this Lease adding the Subject Space to the Premises and otherwise incorporating the terms and conditions of the Offer. This Right of First Refusal is personal to Tenant and is not assignable to any third parties including, without limitation, any assignee or sublessee of Tenant, except for Transfers that do not require Landlord consent.

Capitalized terms not otherwise defined in this Exhibit G shall have the meanings set forth in the attached Lease.

Exhibit H

Renewal Option

Provided that the Lease is in full force and effect and there is no Event of Default under this Lease at the time of Tenant's exercise of the Renewal Option (defined below) and upon the commencement of the Renewal Term (defined below), Tenant shall have the options ("Renewal Option") to renew this Lease as follows:

Tenant may, by notifying Landlord of its election in writing not less than twelve (12) months prior to the end of the then current Lease Term (the "Renewal Notice"), renew this Lease for up to two (2) additional terms (each, a "Renewal Term") beginning on the date next following the expiration date of the then current Lease Term and each continuing for sixty (60) months thereafter for a total of one hundred twenty (120) months. The renewal shall include the Premises, as well as any other space within the Building then being leased by Tenant as of the date of exercise of the Option. The renewal of this Lease will be upon the same terms, covenants and conditions applicable during the Lease Term, as provided in the Lease, except that:

- (i) the Base Rent payable during the Renewal Term shall be an amount equal to the Market Rental Rate (defined below) as of the date on which the Renewal Term commences;
- (ii) the term "Lease Term" shall include the Renewal Term;
- (iii) no concessions applicable during the initial Lease Term (such as construction allowances, moving allowances or free rent) shall be applicable during the Renewal Term; and
- (iv) Tenant shall possess no further renewal options after exercise of the second Renewal Option.

The phrase "Market Rental Rate" means the rate of base rental being charged for similar transactions for comparable space (including factors such as size, age, location and condition of the premises and the improvements in place therein) within buildings (including, without limitation, the Building) within the Market Area during the previous six months with tenants of a size and with a financial condition comparable to that of Tenant but in no event shall such rate be less than the Rent payable under the Lease for the last year of the initial Lease Term.

Within fifteen (15) days after receipt of Tenant's Renewal Notice (and any required supporting information), Landlord shall notify Tenant in writing of the Market Rental Rate. Upon Tenant's receipt of Landlord's determination of the Market Rental Rate, Tenant may elect to either (a) accept the rate as quoted or (b) enter into negotiations with Landlord to determine the Market Rental Rate, which negotiations shall not exceed a period of thirty (30) days after Tenant's receipt of Landlord's initial determination. During such time, Landlord and Tenant shall negotiate to arrive at an agreement concerning the Market Rental Rate. If Landlord and Tenant are unable to agree upon the Market Rental Rate within such thirty (30) period, then either party may, at its

option, terminate the negotiations, at which point Tenant's option to renew shall expire and be of no further force or effect.

The failure of Tenant to timely exercise the Renewal Option shall constitute a waiver and termination of such Renewal Option. This Renewal Option is personal to Tenant and is not assignable to any third parties including, without limitation, any assignee or sublessee of Tenant, except for Transfers that do not require Landlord consent.

Capitalized terms not otherwise defined in this Exhibit H shall have the meanings set forth in the attached Lease.