

# OFFICE BUILDING LEASE

STATE OF TEXAS        }  
                                  }  
COUNTY OF DALLAS    }

**THIS LEASE AGREEMENT** is entered into as of the \_\_\_\_\_ by and between the Landlord and Tenant hereinafter named.

## 1. **Definitions and Basic Provisions**

The following definitions and basic provisions shall be used in conjunction with and limited by the reference thereto in the provisions of this Lease:

- (a) "Landlord": [Property ABC](#)
- (b) "Tenant": [Tenant's Company Name](#)
- (c) "Premises": Suite Number (x) generally outlined in on the plan attached as Exhibit "A", which is approximately (x) square feet of Rentable Area (as defined in Section 33 below), located on the (x) floor of the office building located at [400 North Saint Paul St., Dallas, Dallas County, Texas](#) (hereinafter referred to as "Building").
- (d) "Lease Term": A period of (x) months commencing on (x) (the "Commencement Date") or as soon thereafter as is reasonably possible, and ending on (x), together with any extensions as more specifically set forth in Paragraph 36.
- (e) "Basic Rent": Tenant shall pay:

Period		Monthly Rent
From	Through	
X	X	\$X

payable at the office of Landlord at the address set forth in Paragraph 35 in monthly installments due in advance, on or before the 1<sup>st</sup> of each month during the Lease Term.

- (f) "Tenant's Electrical Charge:" shall be \$(x) per month (in addition to Basic Rent). This amount will be paid monthly in advance and adjusted annually thereafter based on an initial energy cost to Landlord of [\\$.039](#) per kilowatt-hour.
- (g) "Prepaid Rental": [None](#).
- (h) "Security Deposit": [\\$\(x\) \(representing Basic Rent & Tenant's Electrical Charge\)](#).
- (i) "Permitted Use": [Office](#).
- (j) "Landlord's Work": [Tenant Finish Out will be determined between the Tenant and the GSM leasing agent.](#)

- (k) "Tenant's Work:" Tenant shall be responsible for its own phone system, all phone and Internet wiring and terminations, any interior security systems (if desired), and any appliances. Tenant will be responsible for cooling their servers and providing supplemental HVAC if needed for their server room. Tenant will be responsible for their Certificate of Occupancy (if desired).
- (l) "Commissions": If a real estate broker is representing your company, the Landlord will pay 4.5% of Basic Rent Proceeds to XYZ Real Estate upon receiving a signed lease, a cleared deposit, New Tenant Form, Tenant's Certificate of Insurance, W-9, and invoice.

2. **Granting Clause**

In consideration of the obligation of Tenant to pay rental as herein provided and in consideration of the other terms, covenants and considerations hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises to have and to hold the same for the Lease Term specified herein, all upon the terms and conditions set forth in this Lease.

3. **Services by Landlord**

Landlord agrees to furnish Tenant, while occupying the Demised Premises, the following services:

- (a) Water, hot, cold and refrigerated, at those points of supply provided for general use of tenants in the Building.
- (b) Heated and refrigerated air conditioning in season and at such temperatures and in such amounts as shall be considered by Landlord to be standard during the usual and customary business hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 2:00 p.m., Saturday.
- (c) Landlord shall furnish to Tenant all electrical current required by Tenant in its use and occupancy of the premises and further shall furnish electrical lighting and current for the common areas of the Building in the manner and to the extent reasonably deemed by Landlord to be standard.
- (d) Elevator service in common with other tenants for ingress to and from the Premises.
- (e) Janitorial services for all common areas and exterior and a trash receptacle on or adjacent to the Premises.
- (f) Electric lighting for public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be standard.
- (g) Replacement of electric lamps and pest control services in the common area and exterior.
- (h) Landlord will provide janitorial services for Tenant's Premises, and will change light bulbs in Tenant's Premises. (If these services are provided at the GSM property)

Failure to any extent to furnish or any stoppage of these defined services, resulting from causes beyond control of Landlord or from any cause, shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant or work in abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery break down, or for any cause cease to function properly, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have a claim for rebate of rent only on account of any interruptions in service which renders the Premises untenable for a period longer than seven (7) continuous days.

**This Lease is conditioned upon faithful performance by Tenant of the following agreements, covenants, rules and regulations herein set out and agreed to by Tenant.**

4. **Payments**

Tenant shall pay all rents and sums provided to be paid by Tenant hereunder at the times and in the manner herein provided. The obligations of Tenant to pay rent is an independent covenant and an absolute obligation; and no act or circumstance whatsoever, whether the same shall constitute a breach of covenant by Landlord or not, shall release Tenant of the obligation to pay rent. Basic Rent and all other amounts due from Tenant shall be paid to Landlord on or before the first day of each month in advance for each lease month. Any and all payments, whether for rental due or other charges, adjustments or assessments, which shall remain unpaid by the 5th day of the month in which such payments shall be due, shall be subject to an administrative service charge of five percent (5%) of the total amount then due. Further, in the event any such payments or any portion thereof shall remain due but unpaid on the 10th day of the month in which such payments shall be due, the same shall be subject to an administrative service charge of ten percent (10%) of the total amount then due. Further, should any amount be due but unpaid by the 15th day of the month in which such payments shall be due, then the same shall be subject to an administrative service charge of fifteen percent (15%) of the total amount then due. Further, and in addition to the administrative service charge herein described, all unpaid amounts due Landlord shall bear interest at the rate of ten percent (10%) per annum beginning on the 31st day after such amount shall become due and payable.

5. **Repairs and Re-Entry**

Tenant will, at Tenant's own cost and expense, keep the Premises, and all other improvements to the extent covered by this Lease, in sound condition and good repair and shall repair or replace any damage or injury done to Building or any part thereof by Tenant's agents, employees and invitees, and if Tenant fails to make such repairs or replacements promptly, or within fifteen (15) days of occurrence, Landlord may, at its option, make such repairs or replacement, and Tenant shall repay cost thereof to Landlord on demand. Tenant will not commit or allow any waste or damage to be committed on any portion of the Premises, and shall at termination of this Lease, by lapse of time or otherwise, deliver up said Premises to Landlord in as good condition as at date of possession, ordinary wear and tear excepted, and upon such termination of Lease Landlord shall have the right to re-enter and resume possession of the Premises.

Tenant shall permit Landlord and its agents to enter upon the Premises at all reasonable times to inspect and examine the Premises, to show the Premises to prospective purchasers, mortgagees or tenants or to make repairs. If Tenant is not present to open and permit entry by Landlord into the Premises at any time when entry therein is necessary or desirable, as determined by Landlord, in Landlord's sole and absolute discretion, because of an emergency, Landlord or its agents shall not be liable for damages to property arising as a result of such entry unless such damage is due to the gross negligence or willful misconduct of Landlord. Landlord will be responsible for all repairs to the leased space above \$250.00 per occurrence.

6. **Assignment - Subletting - Alterations - Additions - Improvements**

Tenant will not assign this Lease, or allow same to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, or use or permit same to be used for any other purpose than stated in the use clause hereof, or make or allow to be made any alteration or physical additions in or to the Premises without the written consent of Landlord before such event takes place, such consent will not be unreasonably withheld. Such alterations, physical additions, or improvements when made to the Premises by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon termination in any manner of this Lease, but this clause shall not apply to movable fixtures or furniture of Tenant.

7. **Legal Use - Violations of Insurance Coverage**

Tenant will not occupy or use, nor permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the Building or contents, and in the event that, by reason of acts of Tenant, there shall be any increase in rate of insurance on the Building or contents created by Tenant's acts or conduct of business then Tenant hereby agrees to pay such increase.

8. **Laws and Regulations**

Tenant will maintain the Premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions, or occupancy of the Premises. Landlord demises and lets the Premises to Tenant subject to all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect, without representation or warranty as to such matters by Landlord. Except as expressly provided elsewhere in this Lease (including, without limitation, in those provisions dealing with Landlord's construction obligations, if any, and certain repair obligations of Landlord), Tenant acknowledges that it is fully familiar with the condition of the Premises and hereby accepts the Premises in its present, "as-is" condition, such condition being satisfactory to Tenant. Further, Tenant hereby acknowledges and agrees that except as expressly provided to the contrary in this Lease, (i) NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PREMISES OR THE HABITABILITY OF SUITABILITY OF THE SAME FOR TENANT'S BUSINESS OPERATIONS OR ANY OTHER PURPOSE, OR OTHERWISE, HAVE BEEN MADE TO TENANT BY LANDLORD OR ANYONE ACTING FOR OR ON BEHALF OF LANDLORD, AND ANY WARRANTY OF HABITABILITY, SUITABILITY OR FITNESS OF THE PREMISES FOR A PARTICULAR USE OR PURPOSE, EITHER EXPRESS OR IMPLIED, IF ANY, IS HEREBY DISCLAIMED BY LANDLORD AND IRREVOCABLY WAIVED BY TENANT. Except as expressly provided to the contrary in this Lease in Section 1(j), the occupancy of the Premises by Tenant shall be deemed to be an acceptance by the Tenant of the Premises in their present, "as-is" condition, or if required by this Lease in the improved condition required hereby on the date of such occupancy, such condition being expressly agreed by Tenant to be satisfactory to Tenant.

9. **Indemnity, Liability and Loss or Damage**

By moving into the premises or taking possession thereof, Tenant accepts the Premises as suitable for the purpose for which the same are leased and accepts the Building and each and every appurtenance thereof, and subject to the obligations of Landlord set forth in this Lease with respect to maintenance and repair of the Building, Tenant by said acts waives any and all defects therein. Landlord shall not be liable to Tenant or Tenant's agents, employees, guests, invitees or to any person claiming by, through or under Tenant for any injury to person, loss or damage to property, or for loss or damage to Tenant's business, occasioned by or through the acts or omission of Landlord or any other person, or by any other cause whatsoever except Landlord's gross negligence or willful wrong, to the extent Landlord is not prevented by law from contracting against such liability. Tenant shall indemnify Landlord and save it harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors, employees, servants, invitees, or visitors. If Landlord shall, without fault on its part, be made a party to any action commenced by or against Tenant, the Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees.

10. **Rules of Building**

Tenant and Tenant's agents, employees, and invitees, will comply fully with all requirements or rules of the Building, which are attached as Exhibit "B" and made a part hereof, as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of Premises and for preservation of good order therein, all of which rules and regulations, changes, and amendments, will be forwarded to Tenant in writing and shall be carried out and observed by Tenant.

11. **Entry for Repairs and Inspection**

Tenant will permit Landlord or owner, or their officers, agents, and representatives right to enter into and upon any and all parts of the Premises, at all reasonable hours to inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. Landlord agrees to use reasonable care to avoid disruption or inconvenience to Tenant's occupancy of Premises.

12. **Hazardous Materials**

Tenant shall not cause, suffer or permit, or allow Tenant's agents, contractors, employees, customers or persons receiving or delivering goods or services to or from the Premises to cause, suffer or permit, any Hazardous Material (as defined below) to exist on or discharge from the Premises (whether originating thereon or migrating to the Premises from other Property) and Tenant shall promptly: (a) pay any claim against Tenant, Landlord or the Premises, (b) remove any charge or lien upon any of the Premises, and (c) defend, indemnify and hold Landlord harmless from and against any and all claims, expenses, liabilities, losses or damages resulting from any Hazardous Material that exists on or is discharged from the Premises.

Tenant shall notify Landlord of any Hazardous Material that exists on or is discharged from or onto the Premises (whether originating thereon or migrating to the Premises from other property) within ten (10) days after Tenant first has knowledge of such existence or discharge.

To the extent within Tenant's control, Tenant shall comply, and cause the Premises to comply, with all statutes, laws, ordinances, rules and regulations of all local, state or federal authorities having authority over the Premises or any portion thereof or their use, including without limitation, those relative to any Hazardous Material, petroleum products, asbestos containing materials or PCB's

"Hazardous Material" means any hazardous or toxic material, substance or waste, which is generally considered to be within those or any similar terms or is regulated as such under any Environmental Laws. "Environment Laws" means any statute, law, ordinance, rule or regulation of any local, county, state or federal authority having jurisdiction over the Property or any portion thereof or its use, including, but not limited to: the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended; 9B) the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) as amended; (c) the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) as amended; (d) the Toxic Substance Control Act (15 U.S.C. Section 2601) as amended; and (e) the Clean Air Act (42 U.S.C. Section 7401) as amended.

Tenant's obligations and liabilities under this Section 12 shall survive the expiration or any termination of this Lease.

13. **Nuisance**

Tenant will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, interfere with, annoy, or disturb other tenants or Landlord in the management of the Building.

14. **Condemnation**

Should the Premises or the Building be taken or condemned in whole or in part for public purposes, then the term of this Lease shall, at the option of the Landlord, forthwith terminate, Landlord shall receive the entire award from such taking, and Tenant shall have no claim thereto. Notwithstanding the above, Tenant shall be entitled to make a claim for any and all business damages resulting from any condemnation proceeding.

15. **Lien for Rent**

Intentionally deleted.

16. **Holding Over**

In case of hold over by Tenant after expiration or termination of this Lease or of any renewal or extensions thereof, Tenant will pay as liquidated damages 125% of the monthly rent for the first two months and thereafter 150% of the monthly. In addition, Tenant will pay all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder. No holding over Tenant after the term of this Lease, as such term may be renewed or extended, either with or without consent and acquiescence of Landlord, shall operate to extend the Lease for a longer period than one (1) month unless a holdover agreement in writing specifies a longer period, and any holding over with consent of Landlord in writing (unless such consent shall specify a longer period) shall thereafter constitute this Lease from month to month.

17. **Loss of Use Clause**

If the Premises or the Building in which the Premises are located shall be damaged by any cause or means whatsoever not caused or contributed to by the negligence or fault of Tenant, its employees, servants, agents or visitors, and if said damage can be repaired within a period of sixty (60) working days by using standard working methods and procedures, Landlord shall, within a reasonable time after the occurrence of said damage, enter and make repairs and this Lease shall not be affected but shall continue in full force and effect. However, if said damage cannot be repaired within a period of sixty (60) working days by using standard working methods and procedures, then this Lease shall cease and terminate as of the date of such occurrence, and Tenant shall pay rent hereunder to such date and immediately surrender the Premises to Landlord, unless within a period of sixty (60) days from the date of such occurrence Landlord shall elect to keep this Lease in force and to restore the Premises to substantially the condition as existed prior to the date of such occurrence by giving Tenant written notice of such election within said sixty (60) day period. If Landlord so elects to continue the Lease and restore the Premises, Landlord shall, within a reasonable time after the date of the notice of said election, enter and make repairs and this Lease shall not be affected, except that rents hereunder shall be reduced or abated from the date of such occurrence while such repairs are being made and Premises or damaged portion thereof is restored to tenantable condition. If, however, such damage results from the fault of Tenant, Tenant's employees, servants, agents, or visitors, and if Landlord does not have insurance covering such damage, such damage shall be repaired by and at the expense of Tenant under the control, direction and supervision of Landlord, and the rent shall continue without abatement or reduction. The completion of the repairs of all such damages is subject to reasonable delays resulting from survey of such damage, obtaining plans and letting contracts for repair, adjustment or insurance loss, strikes, labor difficulties, unavailability of materials, or other causes beyond the control of the party obligated to make such repairs.

18. **Entire Agreement**

It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining thereto not incorporated in writing herein, and it is likewise agreed that this Lease shall not be altered, waived, amended or extended otherwise than as provided herein, except same may be done in writing signed by the proper authority.

19. **Transfer of Landlord's Rights**

Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder and in the Building and property referred to herein. Such transfers or assignments may be either to a corporation, trust company, individual, or group of individuals and howsoever made are to be in all things respected and recognized by Tenant.

Tenant and Landlord will, at any time from time to time, upon not less than ten (10) days prior request by the other party, execute, acknowledge and deliver to the requesting party a Certificate certifying, to the extent correct, (i) that this Lease is unmodified and in full effect (or setting forth any modification and that this Lease is in full effect as modified); (ii) the amount of Basic Rent and Additional Rent payable and the dates to which the Basic Rent, Additional Rent and other sums payable hereunder have been paid; (iii) that, to its knowledge, no default exists hereunder on the part of the requesting party and that there are no rental abatements, termination rights, defenses or offsets hereunder (or stating those rental abatements, termination, rights, defaults, defenses or offsets claimed by the recipient of the request); (iv) the commencement and expiration dates of this Lease; (v) the amount of any Security Deposit or other deposits; (vi) that Tenant is in possession of the Premises, and (viii) such other matters as may reasonably be required by the requesting party. This "certificate" may be relied upon by any mortgagee, prospective purchaser or prospective mortgagee of the Premises.

20. **Default Clause**

The following events shall be deemed to be events of Default by Tenant under this Lease: (a) Tenant shall fail to pay any installment of Rent hereby reserved and such failure shall continue for a period of ten (10) days after receiving written notice from Landlord in accordance with Section 35 below; (b) Tenant shall be late (meaning payment is received by Landlord, for whatever reason, any day after the 1<sup>st</sup> of the month) paying Basic Rent or any other amount due hereunder more than twice during any twelve (12) month period; (c) Tenant shall fail to comply with any term, provision (including the rules and regulations attached hereto as Exhibit B) or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; (d) Tenant or any guarantor of Tenant's obligations shall make an assignment for the benefit of creditors; (e) any petition is filed by or against Tenant under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or (f) Tenant shall desert or vacate any substantial portion of the Demised Premises. Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail so to do, Landlord may, without notice and without prejudice to any other remedy, have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and its effects, by force if necessary, without being liable to prosecution or any claim for damages thereof; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises on satisfactory terms, or through decrease in rent, or otherwise.

(2) Declare the entire amount of the rent which would have become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents theretofore due, to Landlord at the address specified herein or hereunder; provided, however, that such payments shall not constitute a penalty or forfeiture of liquidated damages, but shall merely constitute payment in advance of the rent for the said term. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease.

(3) Enter upon and take possession of the Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore, and Landlord may re-let the Premises as the agent of the Tenant and receive the rent thereof; and in such event, Tenant shall pay Landlord the cost of renovating, repairing and altering the Premises for a new tenant or tenants and any deficiency that may arise by reason of such re-letting, on demand at the address of Landlord specified herein or hereunder; provided, however, the failure or refusal of Landlord to re-let the Premises shall not release or affect Tenant's liability for rent or for damages and such rent and damages shall be paid by Tenant on the dates specified herein.

(4) Landlord may, as agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises, by force if necessary, without being liable to prosecution or any claim for damages therefore, in order to accomplish the purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with Lease on behalf of Tenant, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

## 21. **Remedies**

No act or thing done by Landlord or its agents during the term hereof shall be deemed an acceptance or a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by Landlord. The mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy Landlord might have, either in law or equity, nor shall the waiver of or redress for any violation of any covenant or condition in this Lease contained or any of the rules or regulations attached hereto, or hereafter adapted by Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the rules and regulations attached hereto, or hereafter adopted, against Tenant and/or any other tenant in the Building shall not be deemed a waiver of any such rules and regulations. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. In case it should be necessary or proper for Landlord to bring any action under this Lease to consult or place said Lease or any amount payable by Tenant there under with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord reasonable attorney's fees.

Tenant agrees that, to the extent the exercise by Landlord of any right or remedy provided by this Lease is in conflict with any provisions contained in the Texas Property Code, the provisions of this Lease shall control.

## 22. **Quiet Possession**

Landlord hereby covenants that Tenant, upon paying rent as herein reserved and upon performing all covenants and agreements herein contained on part of Tenant, including the rules and regulations of the Building, shall and may peacefully and quietly have, hold and enjoy the Premises.



23. **Possession**

If this Lease is executed before the Premises become available and ready for occupancy and Landlord cannot provide possession of the premises prior to the Commencement Date of this Lease, Landlord shall not be deemed to be in default hereunder, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same and such date shall be deemed to be the Commencement Date and this Lease shall continue for the Lease Term described in Paragraph 1(d) hereof, notwithstanding the foregoing. The Commencement Date of the Lease Term shall not be extended for the completion of any installments or improvements in or on the Premises which in any manner exceed or are in addition to Landlord's Work described in Paragraph 1(j), regardless of whether such items are installed or constructed by Landlord or by Tenant. Upon request of either party hereunder, the parties agree to execute and deliver a written declaration expressing the actual Commencement Date of the term hereof, if such Commencement Date is a date other than the date specified in Paragraph 1(d).

24. **Subordination**

Tenant hereby subordinates this Lease and all rights of Tenant hereunder to any mortgage or mortgages, or vendor's lien, or similar instruments which now are or which may from time to time be placed upon the Premises covered by this Lease; and, such mortgages or liens or other instruments shall be superior to and prior to this Lease. Tenant further covenants and agrees that if any mortgagee or other lien holder acquires the Premises by foreclosure or if any other person acquires the Premises as a purchaser at any such foreclosure sale (any such mortgagee or other lien holder or purchaser at a foreclosure sale being each hereinafter referred to as the "Purchaser at Foreclosure"). Tenant shall thereafter, but only at the option of the Purchaser at Foreclosure, as evidenced by the written notice of its election given to Tenant within a reasonable time thereafter, remain bound by novation or otherwise to the same effect as if a new and identical lease between the Purchaser at Foreclosure, and Tenant, as Tenant, had been entered into for the remainder of the term of the Lease in effect at the institution of the foreclosure proceedings. Tenant agrees to execute any instrument or instruments which may be deemed necessary or described further to effect the subordination of this Lease to each such mortgage, lien or instrument or to confirm any election to continue the Lease in effect in the event of foreclosure, as above provided.

25. **Severability Clause**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then, and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

26. **Security Deposit**

Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit paid to Landlord by Tenant as herein provided to the extent necessary to make good any arrears of rent and any other physical damage, injury, expense or liability caused to Landlord by an event of default or any reason, any remaining balance of such Security Deposit to be returned by Landlord to Tenant upon termination of this Lease. Tenant agrees to replenish any portion of the Security Deposit when billed at any time during the term of the Lease. Such Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant.

27. **Waiver of Subrogation**

Tenant and Landlord do mutually agree to hereby waive all right of subrogation by an insurance company issuing policies carried by Tenant or Landlord with respect to the Premises, Tenant's fixtures, personal property, or leasehold improvements, or Tenant's business.

28. **Property and Casualty Insurance**

Landlord shall insure the building against casualty. Tenant shall be required to obtain their own insurance, if desired, on any of Tenant's contents or personal property located in the Premises. Landlord shall not be held liable for any damage to Tenant's property, which does not occur as a result of Landlord's gross negligence or willful misconduct.

29. **Liability Insurance**

Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring Tenant and Landlord against any and all liability for property damage or injury or death of person or persons occasioned by or arising out of or in connection with the use or occupancy of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 with respect to injuries to or death of any one person, in an amount not less than \$1,000,000 with respect to any one accident or disaster, and in an amount not less than \$100,000 with respect to property damaged or destroyed. Tenant shall furnish evidence satisfactory to Landlord of the maintenance of such insurance and shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation of such insurance.

30. **Financial Statements**

Tenant shall furnish Landlord from time to time when requested by Landlord a statement of financial condition of Tenant prepared by an independent certified accountant and in form reasonably satisfactory to Landlord.

31. **Captions**

The captions of each paragraph of this Lease are added as a matter of convenience only and shall not be considered in the construction or interpretation of any part of this Lease.

32. **Relocation**

Landlord shall have the right upon giving Tenant sixty (60) days prior written notice to relocate the Leased Premises to a mutually agreed upon floor and space of the Building or a similar building ("Relocation Space"), provided that Tenant's square footage shall be the same or greater than the original Leased Premises. If a mutually agreed upon space cannot be determined, the Tenant shall have the right to terminate this Lease without penalty upon written notice to Landlord. Landlord, at Landlord's sole cost and expense, shall cause the Relocation Space to have similar partitions or other improvements of equal quality to Tenant's existing Leased Premises. Landlord hereby agrees to pay expenses resulting from relocating the Tenant including moving expenses, telephone installation, computer wires, wiring and installation, and the cost of stationery to replace that made obsolete as a result of the move. The relocation of the Leased Premises shall not affect any of the clauses or conditions of this Lease, including the Rent.

33. **Rentable Area Defined**

The expression "Rentable Area" as used in this Lease shall mean (i) in the case of a single-tenancy floor, all floor area measured from the inside surface of the outer glass or finished column walls of the building to the inside surface of the opposite outer wall, excluding all common areas on such floor within the outside walls used for mechanical rooms, building stairs, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts, lobbies, corridors, rest rooms, janitors closets, storage areas, vending areas and mail rooms, plus an allocation of the square footage of the Building's mechanical rooms, lobbies, corridors, rest rooms, janitor closets, vending areas, storage areas and mail rooms; and, (ii) in the case of a partial floor, all floor area within the inside surface of the outer glass or finished column walls enclosing the tenant-occupied portions or the floor and measured to the mid-point of the walls separating areas devoted to other tenant space, corridors, elevator foyers, rest rooms, mechanical rooms, janitor closets, vending areas and other similar facilities for the use of all tenants, plus an allocation of the square footage of the Building's mechanical rooms, lobbies corridors, rest rooms, janitor closets, vending areas, storage areas and mail room. No deduction shall be made for columns or other structural projections necessary to the Building or for interior walls within a Tenant's space.

34. **Binding Effect**

The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and to their respective heirs, personal representatives, successors and assigns, subject to the provisions of Paragraph 6 hereof.

35. **Notices**

Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given five (5) days after deposited in the United States Mail (with sufficient postage prepaid) or immediately when received via e-mail or facsimile (with confirmation), addressed to the respective party to whom notice is intended to be given at the following address:

**LANDLORD:**

Property ABC  
11300 N. Central Expy., Suite #550  
Dallas, Texas 75243  
Phone: (214) 752-0205  
Fax: (214) 752-0208  
E-mail: [ken@goodsignature.com](mailto:ken@goodsignature.com)

**TENANT:**

Tenant's Company Name  
400 N. Saint Paul St., Suite #(x)  
Dallas, Texas 75201  
Phone:  
Fax:  
E-mail:

36. **Renewal Option**

Tenant shall have the right to renew this Lease for an additional 3-year term under the same terms and conditions except that Basic Rent shall be increased by 3% over the previous year's Basic Rent. Tenant shall provide Landlord with 120 days written notice of it's intent to exercise this Renewal Option or the Renewal Option shall be null and void.

37. **Personal Guarantee**

Payment and performance of all terms and conditions of the foregoing Lease by and between Tenant's Company Name, as Tenant, and Property ABC as Landlord, are hereby guaranteed by John Doe, individually

38. **Parking**

Landlord will provide Tenant with a list of parking options in the neighborhood if parking is not provided. If Parking is provided, Landlord will allocate a specific number of guaranteed (but not reserved) parking spaces that will correlate with the amount of space leased. (Ex. A parking ratio of 3 per 1,000 sq. ft.). If covered parking is available, then Landlord will specify the number of spaces available to Tenant and the monthly cost per space.

39. **Signage**

Tenant shall receive 1 space on the lobby directory and 1 sign on the wall next to the entry to its space.

40. **Taxes**

Landlord shall be responsible for paying all property taxes related directly to the building. Tenant shall be responsible for paying all Business Personal Property Taxes, Sales Taxes, and any and all licenses for its Premises.

41. **Governing Law**

This Lease shall be governed by and interpreted under the Laws of the State of Texas, and all obligations of the parties hereto are performable in Dallas County, Texas.

**IN WITNESS WHEREOF** this Lease is entered into by the parties hereto on the date and year set forth above.

**LANDLORD:**

Property ABC

\_\_\_\_\_  
By: Kenneth M. Good, Jr.  
Its: Manager

**TENANT:**

Tenant's Company Name

\_\_\_\_\_  
By: (John Doe)

Its: \_\_\_\_\_

**GUARANTOR:**

By: \_\_\_\_\_  
John Doe, individually

\_\_\_\_\_ D.L. #: \_\_\_\_\_

**EXHIBIT "A"**  
**THE PREMISES**

**EXHIBIT "B"**  
**RULES AND REGULATIONS**

1. **Obstructions:** No entry, stairway, or common area shall be blocked or obstructed, nor shall any trash or material of any nature be placed into these areas, nor shall such area be used at any time except for ingress and egress by Tenant, Tenant's Agents, Employees, or Invitees. Corridor doors shall be kept closed when not in use.

2. **Signs:** Landlord will provide a building directory on ground floor lobby of Building. No signs, directories, posters, advertisements, or notices shall be affixed in any way to any window, door, or corridor or any other part of the Building, unless first approved in writing by Landlord at its discretion. Building standard suite identification signs will be prepared by Landlord at Tenant's expense. In the event of violation of the foregoing by Tenant, Landlord may remove same without any liability and may charge the expense incurred by such removal to Tenant as additional rent under the Lease.

3. **Janitorial Services: A.** If janitorial service is provided as part of the Lease, Tenant shall not employ any person or service provider other than the janitorial service provider of Landlord for the purpose of cleaning Premises without prior written consent of Landlord, it being understood and agreed that Landlord shall not be responsible for any loss of property from the Premises or for any damage done to the furniture by the janitor or any of its employees, however occurring, or by any other person or persons whomsoever. The Landlord and janitor of the Building may at all times keep a pass key, and it and other employees and contractors of Landlord shall at all times be allowed admittance to the Premises. **B.** If janitorial service is not provided as part of the Lease, Tenant is responsible for keeping Premises clean and neat.

4. **Alterations:** No Tenant shall make any cosmetic or structural changes or alterations to any portion or area of the Building without Landlord's prior written approval, which may be given on such conditions as Landlord may elect. All such work must be done by Landlord or by contractors and/or workmen approved by Landlord, working under Landlord's supervision.

5. **Windows:** Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

6. **Keys and Locks.** No additional locks shall be placed upon any doors or windows of the Premises, without first obtaining the written consent of Landlord. Tenant shall, upon the termination of its tenancy, restore to Landlord all keys of mailboxes and doors, either furnished to or otherwise procured by Tenant. Tenant shall receive 2 suite keys and 2 access cards per 1,000 sq. ft. of rentable space. Additional access cards and keys may be purchased from Landlord at \$25 per access card and \$10 per key. There will be a \$50 fee to unlock Tenant's door.

7. **Safes and Other Heavy Objects.** Landlord shall have the right to prescribe the weight, size, and position of heavy equipment or objects which may overstress any portion of the floor. Tenant shall notify the Landlord when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done after written permission is obtained from the Landlord on such conditions as Landlord shall require. All damage done to building by improper placement or moving of such heavy items will be repaired at the sole expense of the responsible Tenant.

8. **Maintenance:** No nails, hooks, or screws shall be driven into or inserted in any part of the Building except as approved by Landlord. Tenant shall not place furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord or maintenance personnel access will be the sole responsibility of Tenant. The lighting and air conditioning equipment of the Building will remain the exclusive charge of the Building designated personnel. Tenant shall provide plastic mat or padding (depending upon flooring surface) for all chairs mounted on rollers or casters.

9. **Vendors:** Tenant will refer all contractors, contractor's representatives, and installation technicians, rendering any service to Tenant to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building.

10. **Moving In/Out:** Movement in or out of the Building of furniture or equipment or the dispatch or receipt of any merchandise or materials shall be restricted to hours designated by the Landlord and supervised by the Landlord or his designated personnel. Movement shall be prearranged with Landlord by Tenant and subject to Landlord's sole decision and control, time, method, and routing of movement, limitations imposed by safety or other concerns. Tenant shall assume all risks involved and pertaining to the movement of furniture or equipment including but not limited to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service of Tenant from time of entering property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss of said property or persons resulting from any act in connection with such service performed for Tenant.

11. **Hazardous Operations.** Tenant shall not (without Landlord's prior written consent) place, install, or operate any engine, stove, boiler, or machinery upon the Premises, or conduct any mechanical operations or business thereon, or do any cooking thereon, (except microwaves) or place or use or allow to be used upon the Premises any explosives, gasoline, kerosene, oils, burning fluids, camphene, acids, caustics, or any other inflammable, explosive, or hazardous material for any reason. No article deemed hazardous shall be brought into the Premises. No offensive odors, gases, or liquids will be permitted. Tenant shall not do, or permit anything to be done, in or about the Building, 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.

12. **Prohibited objects:** No bicycles, vehicles, birds, reptiles or animals of any kind shall be brought into or kept in or about the Premises. Tenant shall not allow the use of any heating or cooling devices in the Premises other than those supplied by Landlord.

13. **Electrical Usage:** No electric current shall be used by the Tenant except that furnished or approved by the Landlord, nor shall electric or other wires be brought into the Premises except upon the prior written approval of the Landlord, and any electric current in excess of that considered by Landlord to be normal for all Tenants in the Building shall be paid for by Tenant, under such rates as are established by Landlord.

14. **Plumbing:** Plumbing fixtures and appliances shall be used only for the purposes for which constructed and no unsuitable material shall be placed therein.

15. **Security:** Access to the Building shall be regulated to normal business hours in such manner as Landlord deems reasonably appropriate. Landlord reserves the right to exclude from the Building Monday through Friday between the hours of 7:00 p.m. and 7:00 a.m. and all hours on Weekends and Holidays all persons who do not have the proper card access (when provided), to the Building for off-hours entrance or other proper identification for off-hours entry into the Building. In case of emergency or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building throughout the duration of the emergency or as Landlord may deem appropriate, including closing and securing doors. The hours shown in this paragraph are for illustration purposes only. The actual hours may vary. Landlord reserves the right to evacuate the Building in the event of an emergency or catastrophe. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when such area is locked against entry or not.



16. **Unauthorized Use of Premise:** No Tenant shall occupy or permit any portion of the Premises to be occupied, without Landlord's express prior written consent, for the possession, storage, manufacture, or sale of liquor, narcotics, tobacco in any form. No portion of Tenant's space or any other area of the Building shall be used or occupied as sleeping or lodging quarters. Tenant's space shall not be used for any other use or business than that specifically provided for in Tenant's Lease. Tenant shall not obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do or anything contrary to or in conflict with valid laws, rules or regulations of any municipal or governmental authority, or any fire, safety, or building authority or power. No food and/or beverages shall be distributed from Tenant's office without prior written approval of Landlord.

17. **Smoking:** By City Code all cigarette smoking by Tenants and their guests shall be done at least 15 feet from the main entrance of the building. Smoking is not allowed in any area of the Building, including Tenant's Premises and all Common Areas of the Building.

18. **Advertising:** Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's absolute discretion, tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall immediately refrain from or discontinue such advertising.

19. **Tenant Requests:** The requirements of Tenant will be attended to only upon written application to Landlord. Building employees, agents, servants or contractors shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord. Tenant shall be required to pay a \$250.00 document processing fee for requests (made by Tenant) to change or amend the lease.

20. **Soliciting:** Canvassing, soliciting, and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

21. **Fire Retardant Materials:** All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord or its agents, in a form and manner satisfactory to Landlord.

22. **Vending:** Tenant shall not install any vending machines in the Premises or Building without Landlord's prior written consent.

23. **Waiving of Rules:** Landlord may, from time to time, waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

24. **Conflict of Rules with Lease:** These Rules and Regulations are a part of the Lease and are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, and agreements of the main text (including Special Stipulations) of the Lease, which Lease text shall control in the instances of conflict with the Rules and Regulations.

25. **Additional Regulations:** Landlord reserves the right to make such other and reasonable Rules and Regulations as in its sole judgment may from time to time be needed for the safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein. Such other rules and regulations shall be effective upon adoption by Landlord and written notification disseminated by Landlord to tenants in the Building.