



**DALLAS COUNTY
PURCHASING DEPARTMENT**

Records Building, 500 Elm Street, Suite 5500
Dallas, Texas 75202

**Michael Frosch
Purchasing Director**

September 9, 2025

**ADDENDUM #2
RFP 2025-053-7078 INDEFINITE DELIVERY INDEFINITE QUANTITY FOR REAL ESTATE BROKER
SERVICES**

Whereas,

Question 1. Are there any page limits to any components/sections of this submittal, or to the overall submittal?

Answer 1. IV. Proposal Format 4. Experience g. Each property example should be described in an executive summary format limited to three (3) pages each. There are no page limits for the overall proposal.

Question 2. Are there any font type/sizing requirements to any components of this submittal, or to the overall submittal?

Answer 2. There are no font type or sizing requirements for any components of this submittal nor are there any font type or sizing requirements for the overall submittal.

Question 3. Are there any page layout/orientation and margin requirements to any components of this submittal, or to the overall submittal?

Answer 3. There are no page layout, orientation, or margin requirements for any component of this submittal nor are there any layout, orientation, or margin requirements for the overall submittal.

Question 4. Section I of the Solicitation notes that awards will be in 2 groups, one group for projects \$5M and under, and another group for projects above \$5M. Is the submitting firm able to present a single solicitation response to be in consideration of award for both above-\$5M and under-\$5M categories for this IDIQ contract?

Answer 4. Yes, a single solicitation response will be considered for both group 1 and group 2.

Question 5. In relation to Question #4, approximately how many case studies or examples of past work would be considered acceptable for a single firm bidding for both award categories?

Answer 5. A minimum of 3 case studies for each award category would be acceptable.

Question 6. For teaming purposes, what roles/professions would be considered mandatory for this IDIQ contract, and what roles/professions would be considered ancillary and beneficial, but not mandatory to complete the scope of services outlined?

Answer 6. There are no mandatory roles or professions for this proposal nor are there any roles or professions considered ancillary. It is up to each firm to determine what roles should be included to offer the best value to Dallas County.

Question 7. Does the 5-year minimum and/or 7-year minimum experience requirements, as outlined in Section II, Item #4 (pg. 4) of the Solicitation extend to all support staff members assisting in the IDIQ contract & task orders?

Answer 7. The experience requirements only apply to professional real estate staffers. Non-professional support staff do not have any experience requirements.

Question 8. In relation to Question #7, would staff members supporting the core professional team be required to have their resumes included in this Response? Would they be subject to the same restrictions as outlined in Section II, Item #s 5,6 (pg. 4) of the Solicitation?

Answer 8. If they are a professional real estate staffer, then yes, they would be subject to the same requirements. If they are only administrative, then no they would not be subject to the requirements.

Question 9. For the "SBE Vendor List" furnished in the Solicitation package, can additional information be provided about the core services and competencies of each of the firms listed?

Answer 9. Yes. The Office of Small Business Enterprise creates a list of certified SBEs upon request. Please send an email to Benedict Parks at benedict.parks@dallascounty.org and provide the relevant work industry code(s) and a brief description of the services to be performed by the SBE firm.

Question 10. Will the County provide a list of prime contractors who intend to submit proposals, so subcontractors can connect with them?

Answer 10: It is not possible for the County to know all prime contractors that may have an interest in submitting a proposal. However, the list of vendors in attendance at the pre-proposal meeting may be interested and we have posted that list for review.

Question 11: Are there specific qualifications or certifications required for subcontractors, beyond those listed for the prime contractor?

Answer 11: The requirements for prime contractors and subcontractors are the same.

To qualify as a SBE firm in Dallas County, the following criteria must be met:

1. Must be certified as an SBE by one of the following County approved entities:
 - a. DFW Minority Supplier Development Council,
 - b. North Texas Regional Certification Agency (NCTRCA) and/or
 - c. the Women's Business Council/Southwest,
2. Must also perform a commercially-useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.

Question 12: What is the process for a subcontractor to be approved by Dallas County or the prime contractor?

Answer 12: There is no process for a subcontractor to be approved by Dallas County. Prime contractors are free to subcontract with any firm they believe will add value to their proposal. However, you must qualify as a SBE certified firm (see question #1) through one of three recognized certification agencies in Dallas County for goal attainment of the aspirational SBE goal of 40%.

Question 13: Are there specific tasks or portions of the scope of work that are typically subcontracted (e.g., marketing, property analysis, etc.)?

Answer 13: The prime contractor determines the services to be performed by the subcontractor after reviewing the scope of work.

Question 14: Are there any specific goals or requirements for Small Business Enterprise (SBE) participation in this RFP?

Answer 14: Yes. An aspirational SBE goal of 40%.

Question 15: Do subcontractors need to meet the same insurance requirements as the prime contractor, or are there different thresholds?

Answer 15: Subcontractors need to have the same insurance requirements as the prime.

Question 16: What compliance and reporting responsibilities will subcontractors have, particularly regarding federal provisions like the Copeland “Anti-Kickback” Act or Contract Work Hours and Safety Standards Act?

Answer 16: Federal requirements only apply if a project is funded by federal grant dollars. The solicitation document states the following: XXXIV. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards “Compliance with the Copeland “Anti-Kickback” Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County’s Compliance Reporting System (CRS) better known as B2Gnow.

Question 17: Will subcontractors have direct communication with Dallas County, or will all communication go through the prime contractor?

Answer 17: The prime contractor will have direct contact with the Real Estate Manager, the subcontractor will communicate through the prime contractor.

Question 18: Are there specific terms or clauses that must be included in agreements between the prime contractor and subcontractors?

Answer 18: The county does not interfere in relationships between prime contractors and subcontractors. All subcontractors must be able to meet the same requirements as the prime contractor. The prime contractor must inform the subcontractor of any special qualifications required to perform the necessary services for this contract.

Question 19: Are there additional resources or support for minority-owned, women-owned, or disadvantaged businesses seeking subcontracting opportunities?

Answer 19: No. Dallas County adopted an SBE program in 2018. We do not accept any other certification types for this proposal opportunity.

Question 20: For subcontractors, can specialized certifications, education, or training in real estate or related fields be considered as part of the required experience qualifications, even if the individual does not meet the full years of professional

Answer 20: The prime contractor must inform the subcontractor of any special qualifications required to perform the necessary services for this contract.

Question 21: Are subcontractors held to the same performance measures as the prime contractor (e.g., timelines for deliverables, communication standards)?

Answer 21: Yes, subcontractors must be able to meet the same performance standards as the prime contractor.

Question 22: When will prime contractors typically select their subcontractors, and how can subcontractors express interest in being considered?

Answer 22: It is not possible for the County to know all prime contractors that may have an interest in submitting a proposal. However, the list of vendors in attendance at the pre-proposal meeting may be interested and we have posted that list for review. The prime contractors must select their subcontractors by the proposal due date. Subcontractors may reach out to the prime directly for teaming agreement pursuit opportunities.

Question 23: Are there specific confidentiality or non-disclosure agreements that subcontractors must adhere to?

Answer 23: There are no specific confidentiality or non-disclosure agreements that vendor must adhere to. It is expected that the vendor will keep information regarding the location of real or personal property for a public purpose prior to public announcement of the project; or appraisals or purchase price of real or personal property for a public purpose prior to the formal award of contracts for the property confidential. The prime contractors must select their subcontractors by the proposal due date. Subcontractors may reach out to the prime directly for teaming agreement pursuit opportunities.

Question 24: Will there be opportunities to network with potential prime contractors during or after the pre-proposal meeting?

Answer 24: You may login to Bidnet to review the attendance list from the pre-proposal meeting/conference.

Question 25: If a contractor is operating as a sole proprietor and does not have employees, is a declaration or exemption regarding Workers' Compensation Insurance acceptable in place of the standard coverage requirements outlined in the RFP?

Answer 25: If the contractor has no employees, including any subcontractors they may have, then yes coverage may be waived. However, if the subcontractor has employees, the subcontractor will be required to have workers' compensation coverage as well.

Question 26: Hello! We are wondering what you all mean by reference letters. Do you all need just contact information or do you all need letters written by these contacts?

Answer 26: Please provide reference letters written by these contacts.

Question 27: Can the County provide a general summary of its current real estate portfolio, including number of owned and leased properties, total square footage, lease expirations, etc.?

Answer 27: A summary of Dallas County owned and leased buildings can be found on the Dallas County Facilities website here: <https://www.dallascounty.org/departments/facilities-mgmt/owned-properties.php> and <https://www.dallascounty.org/departments/facilities-mgmt/leased-properties.php>

Question 28: Does Dallas County anticipate similar project volume (20 projects over 5 years) for this upcoming contract term?

Answer 28: Forecasting for new projects is difficult as projects are considered as business needs arise. We do not have an estimate for projects over the next 5 years.

Question 29: What is the intent behind the \$5 million cutoff between Group 1 and Group 2?

Answer 29: The intent behind the \$5 million cutoff is to provide more opportunity for competition between firms as it allows the County the option to award by group.

Question 30: How will Dallas County distribute work between the primary and secondary providers in each contract group?

Answer 30: A rotation is anticipated for each group.

Question 31: Does the \$5 million threshold refer to the total transaction value (e.g., sale price or lease obligation)?

Answer 31: Yes, the \$5 million threshold refers to the anticipated total transaction value of the project.

Question 32: The evaluation includes 15 points for Small Business Enterprise (SBE) participation, but there is no stated goal. Is there a target or recommended percentage of subcontractor utilization?

Answer 32: Yes. An aspirational SBE goal of 40%.

Question 33: Will Dallas County pay brokerage commissions on lease renewals if the property owner is unwilling to do so?

Answer 33: Yes, the County would be willing to pay brokerage commissions on lease renewals if the property owner is unwilling to do so.

Question 34: What are the key performance indicators or metrics the County will use to evaluate vendors during the contract term?

Answer 34: The performance metrics can be found beginning on page 4 of the solicitation document under **Performance Measures and Contract Management**:

1. When the vendor is assigned a project for identifying properties for potential acquisition, the vendor shall return a minimum of 5 qualified properties that meet the criteria established by Dallas County within 15 business days of receiving the assignment.
2. The vendor shall provide comparative market analysis or broker price opinions within 10 business days of receiving the assignment. The comparative market analysis must include comps within a 5-mile radius and be no older than 6 months.
3. At the beginning of each project, the vendor will meet with County personnel to establish a project timeline and a mutually agreed upon timeline will be developed for the project.
4. At each property site visit, the vendor must provide a tour book or summary sheet with relevant property details.
5. The vendor must develop a marketing plan within 10 business days upon request of Dallas County. The County will review the marketing plan and may ask for changes from the vendor that must be revised within at least 2 business days. The advertising plans must make use of at least 5 different platforms such as the Multiple Listing Service (MLS) or LoopNet.
6. The vendor must maintain a log of potential interested buyers and log all outreach, follow-up attempts, and outcomes.

7. The vendor must present all written offers to the seller within 1 business day of receipt. The broker must be able to provide analysis of different offers comparing them based on price and contingencies.
8. The expectation is that the vendor is able to procure a qualified offer for a property within 60 days of listing. If the property for sale by the County is not under contract within 60 days, the vendor must submit a strategy reassessment plan making recommendations for changes in price, sale terms, or marketing strategy.
9. The vendor must provide advice to the County about required property disclosures and ensure they are completed in accordance with Texas real estate law.

Question 35: If a small business is awaiting official certification, will it be considered certified during proposal evaluation?

Answer 35: No. You must be certified by the proposal due date.

Question 36: I also wanted to follow up on the discussion about sharing the City's leases, as reviewing them would help us better understand the current situation.

Answer 36: The County's leases have been attached.

Whereas,

Except as provided herein/above, all other specification requirements of the original solicitation referenced shall remain unchanged in full force and effect. This addendum should be signed and returned with your Solicitation package on or before 9/18/2025, @ 2:00pm (CST).

Dallas County Facilities - Lease Activity Report

Lease Begins	Lease Expires	Location	Lessor	Square Footage	Monthly Cost	Annual Cost	Comments
4/1/2023	5/31/2030	1303 W Walnut Hill Suite # 140 Irving, TX. 75038	DHEERA Limited Company	6,069	6574.75/1st year	\$78,897	
1/3/2011	8/31/2030	HHS - Immunization & Indigent Services Clinic 8202 Spring Valley Road, Dallas	Marcer Investments	3,010	\$ 5,250.00	\$ 63,000.00	
7/1/2018	7/2/2028	1065 S. Jupiter Road, Garland, Tx	Jupiter Plaza LLC	19,154	\$ 27,070.00	\$ 324,840.00	
1/1/2024	12/31/2033	Community Supervision & Corrections 2726 Coombs Creek Dr	Marcer Investments	14,258	\$ 17,822.50	\$ 213,870.00	
1/1/2026	12/31/2036	8425 Forney Road Dallas	Marcer Investments	20,000	\$ 25,000.00	\$ 300,000.00	
12/31/2009	n/a	Old Red	Dallas County	70,680	\$ -	\$ 75,000.00	
6/1/2023	5/31/2026	Juvenile Satellite office 3939 E. Highway 80 3939 E. Highway 80, Suite 101, Mesquite 75149	Zamyed Enterprises	3,900	6/1/23-5/31/23 \$5655 6/1/24-5/31/25 \$5736.25 6/1/25-5/31/26 \$5817.50	\$67860 \$68835 \$69810	
2/15/2008	n/a	City of Dallas - Repeater at Frank Crowley C Garage to monitor construction progress of the Trinity River Project	Dallas County	1	\$ 25.00	\$ 300.00	
1/1/2025	12/31/2026	Juvenile Satellite Office 7819 Lake June Dallas, Texas	Columbia Colson Corp	5,000	\$ 6,250.00	\$ 75,000.00	
n/a	n/a	Westgate Condominiums ; 1122 Colorado, #1098; Austin, Texas 78701	Westgate Condominium Association	918	\$ 297.60	\$ 3,571.20	
12/1/2025	3/31/33	Juvenile Justice Alternative Education Program (JJAEF) 1673 Terre Colony Dallas 75212	Sealy Wheless & Co. LP	45,534	\$ 15,687.00	\$ 188,244.00	
	Auto-Renew	Texas Department of Criminal Justice (TDCJ) - Hutchins State Jail	Dallas County	68.9 Ac	\$ 73.63	\$ 883.56	
4/1/2016	3/31/2026	UTSW Medical Center at 2355 Stemmons Freeway Dallas	Dallas County	Rooms 120H & 170B	\$ 917.33	\$ 11,008.00	
5/1/2012	4/30/2022	AT&T Mobility/Cingular	Dallas County	500	\$ 3,200.00	\$ 38,400.00	
11/1/2019	10/31/3030	601 Clara Barton Blvd Garland, TX 75042	HHS Refugee Clinic				
3/1/2016	9/30/2025	3631 W. Davis - Whse	Pinnacle A LLC	58,942	\$ 26,115.42	\$ 313,385.04	
7/12/2018	7/11/2028	8800 (8301) S. Polk	CGA Mortgage Capital LLC	11,951 AC	\$ 288,937.50	\$ 3,467,250.00	
3/23/2018	3/23/2028	6820 LBJ Freeway	Wilmington Trust	7 AC	\$ 266,403.61	\$ 3,196,843.32	
2/7/2019	2/7/2029	702 W. Jefferson	Wilmington Trust N.A.	1,931 AC	\$ 291,198.75	\$ 3,494,385.00	
8/1/2024	7/30/1934	10100 N Central Exwy (Juvenile D2)	10100 NC Property, LLC	4,686 sq ft./5th fl	\$ 7,419.50	\$ 89,034	
6/1/2021	2 yrs	1649 W. Frankford Rd Carrollton	Aligned Data Centers Prop Co, LLC	1008		\$ -	



Dallas County Purchasing Department

Sign-In Sheet

Date:		Type of Meeting: <input type="checkbox"/> Agenda <input type="checkbox"/> Staff <input type="checkbox"/> Other: _____			Meeting Description:	
		Facilitator:	Start/End Time:	Location:		
	Name: (Please print)	Internal Department/ External Organization:	Email Address:	External Client Address:	Phone Number:	
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Dallas County Purchasing Department Sign-In Sheet

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Dallas County Purchasing Department

Sign-In Sheet

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COURT ORDER 2019-0846

Authorization to Sub-Sublease Clinic Space for Health & Human Services

On a motion made by Commissioner John Wiley Price, and seconded by Commissioner Dr. Theresa Daniel, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: August 20, 2019

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the County Judge to sign any and all documents related to the sub-sublease agreement for clinic space for the DCHHS Refugee Clinic.

Done in open Court August 20, 2019 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None



Dallas County
COURT ORDER / BRIEFING
Commissioners Court - Aug 20 2019

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Authorization to Sub-Sublease Clinic Space for Health & Human Services

Briefing Date: Aug 20 2019
Funding Source:
Originating Department: Engineering and Project Management
Prepared by: Carolyn Thompson,
Recommended by: Jonathon Bazan, Assistant County Administrator

BACKGROUND INFORMATION:

The Dallas County Hospital District D/BA Parkland Health and Hospital System (PHHS) entered into a sublease with HRT Properties of Texas as Tenant. The property is located within the Baylor Medical Center Plaza III in Garland, Texas. Within the suite acquired by PHHS, clinic space is available that could accommodate the Dallas County Health and Human Services (DCHHS) Refugee clinic. DCHHS would like to enter into a ten year sub-sublease agreement in partnership with PHHS for 4,962 rentable square feet of space in the Baylor Medical Plaza III located at 601 Clara Barton Blvd., Garland, Texas 75042. The term of the agreement is from 11/1/19 through 10/31/30.

The PHHS sublease agreement was briefed on the August 6, 2019 Court agenda.

OPERATIONAL IMPACT:

Dallas County provides immunization services for low income families and refugees in northern Dallas County. These services are currently offered at 8202 Spring Valley road in shared space between the Refugee and neighborhood Immunization Clinics. Current operations for the HHS Refugee Clinic will relocate to the new site at 601 Clara Barton Blvd. by October 31, 2019 after renovations have completed. This relocation will provide these much needed services closer to the community they serve.

FINANCIAL IMPACT:

DCHHS will be responsible for \$8,269.84 per month in rent payments (a total of \$99,240 annually), plus utilities, repairs, and maintenance, calculated at 21.43% of the total payment due on the suite.

LEGAL IMPACT:

The Civil Division of the Dallas County District Attorney's office has reviewed and approved the document as to form.

ADMINISTRATIVE PLAN COMPLIANCE:

The sub-sublease for clinic space at 601 Clara Barton Blvd., in Garland, Texas is aligned with Administrative Plan Objective 2: Dallas County is a healthy community, and with Objective 3, to Improve the Appearance of All County Facilities and Ensure Compatibility with Surrounding Neighborhoods.

RECOMMENDATION:

Staff recommends executing the attached sub-sublease agreement and authorize the County Judge to sign any and all related documents.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the County Judge to sign any and all documents related to the sub-sublease agreement for clinic space for the DCHHS Refugee Clinic.

ATTACHMENTS:

Parkland+-+Dallas+County+Sub-Sublease+Refugee+Clinic(clean)-08162019

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (this "Sub-Sublease") shall be effective upon the date last signed by the parties hereto (the "Effective Date"), by and between DALLAS COUNTY HOSPITAL DISTRICT D/B/A PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas ("Sub-Sublessor") and DALLAS COUNTY ("Sub-Sublessee"). Sub-Sublessor and Sub-Sublessee may sometimes be collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, Baylor Medical Center at Garland, a Texas nonprofit corporation ("Landlord"), as Landlord, and HRT Properties of Texas, Ltd., a Texas limited partnership ("Tenant"), as Tenant, entered into that certain Ground Lease Agreement dated July 30, 2004 (the "Ground Lease"), demising those certain tracts or parcels of land more particularly described therein (the "Property");

WHEREAS, effective October 16, 2019, Tenant and Sub-Sublessor entered into that certain Lease Agreement (the "Sublease"), whereby Sub-Sublessor subleased from Tenant certain premises situated in that certain three (3) story medical office building known as Baylor Medical Plaza III located at 601 Clara Barton Boulevard, Garland, Texas 75042 (the "Building"), which premises are located on the second (2nd) floor of the Building, comprising 23,154 rentable square feet (the "Premises"), in accordance with the terms and conditions set forth therein; and

WHEREAS, Sub-Sublessor desires to sub-sublet to Sub-Sublessee a portion of the Premises containing approximately 4,962 rentable square feet of space (the "Sub-Subleased Premises"), in the area shown on the floor plan attached hereto as Exhibit A and made a part hereof, and Sub-Sublessee desires to lease the Sub-Subleased Premises from Sub-Sublessor, in accordance with the terms and conditions set forth herein. For the purposes hereof, the remainder of the Premises (that is, the portion of the Premises that is not included within the Sub-Subleased Premises) will sometimes be referred to herein as the "Retained Premises".

AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Sub-Sublease.** Sub-Sublessor hereby rents and sublets the Sub-Subleased Premises to Sub-Sublessee, to have and to hold the same unto Sub-Sublessee, its successors and assigns from the Effective Date hereof for the Term (as hereinafter defined) of this Sub-Sublease, subject to the terms and conditions set forth herein. Sub-Sublessee shall hold the Sub-Subleased Premises pursuant and subject to the same terms, conditions, covenants and agreements contained in the Ground Lease and the Sublease, and shall perform all such functions as are required to be performed by Sub-Sublessor (as sublessee) with respect to the Sub-Subleased Premises. Sub-Sublessee hereby expressly assumes and agrees to keep, observe, perform and be bound by all of the conditions, covenants, and agreements contained in the Ground Lease and the Sublease on the part of Sub-Sublessor to be kept, observed and performed pertaining to the Sub-Subleased Premises; and, except as otherwise provided in this Sub-Sublease, all of the terms and provisions of the Ground Lease and the Sublease which are applicable to or binding upon Sub-Sublessor (as sublessee) with respect to the Sub-Subleased Premises, shall also be applicable to or binding upon Sub-Sublessee in the same manner as if such terms and provisions had been set forth in full herein. All provisions of the Ground Lease and the Sublease which inure to the benefit, respectively, of Landlord and Sublessor therein shall inure to the benefit of and be enforceable by Sub-Sublessor herein as against Sub-Sublessee. Sub-Sublessor covenants that it shall not do or fail to do any act which would result in the termination of the Ground Lease and/or the

Sublease. Except as otherwise set forth in this Sub-Sublease, and provided no uncured event of default has occurred hereunder, (i) Sub-Sublessor shall use commercially reasonable efforts to enforce on behalf of Sub-Sublessee, or at Sub-Sublessor's option, shall permit Sub-Sublessee to enforce, as against Landlord, all obligations of Landlord under the Ground Lease, and (ii) Sub-Sublessor shall use commercially reasonable efforts to enforce on behalf of Sub-Sublessee, or at Sub-Sublessor's option, shall permit Sub-Sublessee to enforce, as against Sublessor, all obligations of Sublessor under the Sublease, in each case at Sub-Sublessee's sole cost and expense. All terms with initial capital letters that are not defined in this Sub-Sublease shall have the meanings set forth in the Ground Lease.

Notwithstanding any provision contained in the Ground Lease or the Sublease to the contrary, the following shall apply with respect to the Sub-Subleased Premises:

(a) **Term**: The term of this Sub-Sublease (the "**Term**") shall commence on the Sub-Sublease Commencement Date (as such term is defined in Section 2 below) and thereafter shall run concurrently with the Lease Term of the Sublease (as such term is defined therein), unless earlier terminated by operation of law or by the terms of the Ground Lease, the Sublease or this Sub-Sublease.

(b) **Rent**: Sub-Sublessee shall pay to Sub-Sublessor, as Gross Monthly Rent under this Sub-Sublease, a sum equal to 21.43% of the monthly "Base Rent" owed by Sub-Sublessor under the Sublease, as the same is adjusted from time to time. The Parties acknowledge that the foregoing percentage of 21.43% has been calculated on the basis of the total number of rentable square feet contained in the entire Premises (23,154) divided by the number of rentable square feet contained in the Sub-Subleased Premises (4,962). Such payments of Gross Monthly Rent shall be made by Sub-Sublessee to Sub-Sublessor in advance and in each instance on or before the first day of each month during the Term. Sub-Sublessee shall pay all such amounts to Sub-Sublessor at Sub-Sublessor's address set forth in Section 13 below. The Parties acknowledge and agree that the Sublease has been designated a "gross lease," such that the Base Rent constitutes all of the charges owed as rent by Sub-Sublessor under the Sublease, except as otherwise expressly provided therein. In connection therewith, if Sublessor is required to pay any other charges under the Sublease (exclusive of Sub-Sublessee's obligation to pay for utility costs and maintenance and repair costs with respect to the Sub-Subleased Premises as provided in Section 4 below), Sub-Sublessee shall be responsible for the payment of 21.43% of such other charges. Any such additional charges payable by Sub-Sublessee hereunder, together with Gross Monthly Rent, will sometimes be referred to collectively as "**Rent**." Sub-Sublessee must pay all Rent timely without demand, deduction or offset. If Sub-Sublessee fails to make any payment of Rent in a timely manner under this Sub-Sublease, and such late payment results in the imposition of a late charge under the Ground Lease and/or the Sublease, then Sub-Sublessee will be responsible for the payment of such late charge; provided, that the acceptance by Landlord and/or Sublessor of a late charge does not waive Sub-Sublessor's right to exercise its remedies under Section 10 below. Sub-Sublessee understands that Sub-Sublessor is relying upon the promises of Sub-Sublessee to make the rental payments set forth in this Section 1(b), and that any failure to pay any amounts due by Sub-Sublessee to Sub-Sublessor under the terms of this Sub-Sublease shall entitle Sub-Sublessor to exercise any and all remedies available to Landlord under the Ground Lease for the breach thereof by "Tenant."

(c) **Security Deposit**: Intentionally Deleted.

(d) **Provisions Excluded**: For the purposes and for the Term of this Sub-Sublease only, and as to Sub-Sublessee and the Sub-Subleased Premises only, Sub-Sublessor and Sub-Sublessee agree that Sub-Sublessee shall have no rights related to any of the following provisions of the Ground Lease and/or the Sublease, and Sub-Sublessor shall have no obligations associated therewith: (i) any provisions that pertain to any expansion options, renewal options and/or rights of first refusal granted to Tenant and/or Sub-Sublessor; (ii) all provisions of the Ground Lease that pertain to construction of interior finish-out for the Sub-Subleased Premises and any tenant allowances and/or inducements granted to Sublessor (provided, however, that Sub-Sublessee's rights with respect to the initial build-

out of the Sub-Subleased Premises shall be subject to the provisions of Section 2 below); and (iii) any other provisions that by their terms are inconsistent with the purpose and intent of this Sub-Sublease. Except as otherwise expressly set forth above, Sub-Sublessee shall, with respect to the Sub-Subleased Premises, comply with all laws, ordinances, and governmental orders and regulations that relate to the occupancy and use of the Sub-Subleased Premises, and in no event shall Sub-Sublessee do or permit to be done, with respect to the Sub-Subleased Premises, any act that will be in violation or breach of the Ground Lease and/or the Sublease. Notwithstanding the foregoing, (1) in the event of any conflict between the terms of this Sub-Sublease and the terms of the Ground Lease and/or the Sublease, as between Sub-Sublessor and Sub-Sublessee the terms of this Sub-Sublease shall prevail; and (2) subject to the provisions of this Section 1(d), wherever the terms "Landlord," "Tenant," "this Lease" or words of similar import occur in the Ground Lease, they shall be deemed for the purposes of this Sub-Sublease to refer respectively to "Sub-Sublessor," "Sub-Sublessee" and "this Sub-Sublease," as set forth in this Sub-Sublease; provided, however, that in those provisions of the Ground Lease where the term "Landlord" is used in the context of ownership or management of the Building (as such term is defined in the Ground Lease), such term shall be construed to refer to Landlord, and not to Sub-Sublessor. For the avoidance of doubt, the Parties hereby confirm their intention that (x) Sub-Sublessee shall look only to Landlord for the performance of any services to be rendered by "Landlord" as contemplated in the Ground Lease, and Sub-Sublessor shall have no obligations or liability to Sub-Sublessee for any failure by Landlord to provide such services; and (y) Sub-Sublessee shall look only to Landlord for the performance of any indemnities of the "Landlord" set forth in the Ground Lease. Sub-Sublessor shall be responsible to Sub-Sublessee only for the performance of Sub-Sublessor's obligations under this Sub-Sublease, and not for the performance of any obligations under the Ground Lease and/or the Sublease except as may be otherwise specifically stated in this Sub-Sublease.

2. **Possession of Sub-Subleased Premises.** Sub-Sublessee acknowledges and agrees that, as of the Effective Date, the Sub-Subleased Premises will not be ready for occupancy by Sub-Sublessee; rather, Tenant has agreed to build out the Premises, on a turn-key basis, in accordance with the provisions of the Work Letter Agreement attached to the Sublease as Exhibit "C". With respect thereto, Sub-Sublessee agrees to the following: (a) as between Sub-Sublessor and Sub-Sublessee, Sub-Sublessee shall be entitled to the benefit of 21.43% of the "Allowance" specified in the Work Letter Agreement; (b) Sub-Sublessor and Sub-Sublessee shall work together, cooperatively and in good faith, in connection with the process described in the Work Letter Agreement for the submission and approval of working drawings relating to the build-out of the Remaining Premises and the Sub-Subleased Premises, respectively; (c) Sub-Sublessee shall be responsible for the payment of any amounts by which the total construction costs associated with the build-out of the Sub-Subleased Premises exceeds the portion of the Allowance to which Sub-Sublessee is entitled hereunder. Sub-Sublessee acknowledges and agrees that Sub-Sublessor shall have no obligation to perform any construction or finish-out work to the Sub-Subleased Premises for the benefit of Sub-Sublessee; and (d) Sub-Sublessee shall have the right to take possession of the Sub-Subleased Premises on the Sub-Sublease Commencement Date. For the purposes of this Sub-Sublease, the term "Sub-Sublease Commencement Date" shall be the date upon which the Tenant's Construction Work (as such term is defined in the Work Letter Agreement) has been completed in accordance with the requirements of the Work Letter Agreement. In addition, Sub-Sublessee acknowledges and agrees that Sub-Sublessor is not making, and hereby expressly disavows, any representations or warranties of any kind with respect to the Sub-Subleased Premises and/or the environmental conditions relating thereto. Subject to the terms and conditions set forth in this Sub-Sublease (including without limitation the foregoing provisions of this Section 2), Sub-Sublessor covenants that Sub-Sublessee, on paying the Rent and performing its obligations set forth in this Sub-Sublease, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Sub-Subleased Premises during the Term without hindrance from Sub-Sublessor or anyone claiming by, through or under Sub-Sublessor. Sub-Sublessee shall be entitled to enter the Sub-Subleased Premises prior to the Sub-Sublease Commencement Date for the limited purpose of preparing for move in, but for no other purpose without the prior written consent of Sub-Sublessor. Any such entry shall be subject to the terms and provisions of the Ground Lease, the Sublease, and this Sub-Sublease.

3. **Use.** Sub-Sublessee shall use the Sub-Subleased Premises only for the purposes permitted for Sub-Sublessor pursuant to Section 8 of the Sublease, and for no other purpose. Sub-Sublessee shall not (a) use the Subleased Premises in any manner that conflicts with the permitted "Use" of the Sub-Subleased Premises as set forth in the Ground Lease, or in any other manner that causes Sub-Sublessor to be in default of the Ground Lease and/or the Sublease; or (b) do or suffer anything to be done upon the Sub-Subleased Premises which shall cause any injury to the Sub-Subleased Premises, or violate any zoning, building, health, safety or other code or ordinance of any federal, state or local unit of government which has jurisdiction over the Sub-Subleased Premises. Sub-Sublessee shall hold Sub-Sublessor harmless against any and all costs, expenses, losses or damages incurred, suffered, or imposed on Sub-Sublessor as a result of any use of the Sub-Subleased Premises by Sub-Sublessee in violation of any such laws or the terms of the Ground Lease or Sublease.

4. **Maintenance and Repairs; Utilities.** Throughout the Term, Sub-Sublessee shall (a) maintain and keep the Sub-Subleased Premises in good repair and in a clean and orderly condition; and (b) assume all obligations of Sub-Sublessor under the Ground Lease and/or the Sublease related to the maintenance and repair of the Sub-Subleased Premises. In connection therewith, Sub-Sublessee will pay for all expenses associated with the use and maintenance of the Sub-Subleased Premises, including, but not limited to, utilities, connection charges, maintenance of the Sub-Subleased Premises, and repairs to the Sub-Subleased Premises. If, under the Sublease, Tenant would be responsible for certain repairs or maintenance, then Sub-Sublessee shall not be responsible for the same unless the need for any repair or replacement necessitated by the negligence, willful misconduct or abuse by Sub-Sublessee or its employees, agents, contractors or invitees. If any condition needing repair or maintenance is Landlord's obligation under the Ground Lease or Tenant's obligation under the Sublease, Sub-Sublessee shall notify Sub-Sublessor of such condition needing repair or maintenance within twenty-four (24) hours of Sub-Sublessee becoming aware of said condition, and Sub-Sublessor will then cause Sublessor to notify Landlord as provided in the Ground Lease, or notify Sublessor as provided in the Sublease, whichever is applicable. Sub-Sublessee shall be responsible for the payment of all utility service charges of any kind whatsoever for services rendered in the Sub-Subleased Premises by any utility company. If any utility is separately metered with respect to the Sub-Subleased Premises, Sub-Sublessee shall pay all such charges directly to the utility provider prior to delinquency. If any utility is not separately metered with respect to the Sub-Subleased Premises, Sub-Sublessor shall determine, in the exercise of its commercially reasonable judgment, the Parties' respective pro-rata shares of the applicable utility charges, whereafter Sub-Sublessor shall be responsible for the payment of such charges to the extent that they relate to the Retained Premises, and Sub-Sublessee shall pay to Sublessor its pro-rata share with respect to the Sub-Subleased Premises within five (5) business days of receipt of written request from Sub-Sublessor. Upon expiration or earlier termination of this Sub-Sublease, Sub-Sublessee shall deliver the Sub-Subleased Premises to Sub-Sublessor, broom clean, free of all trash, debris and personal property, and in the same condition as on the Sub-Sublease Commencement Date, ordinary wear and tear excepted. Sub-Sublessee shall not, during the Term of this Sub-Sublease, perform any activities that create or add hazardous materials or environmental contaminants to the Sub-Subleased Premises (except for *de minimis* quantities of cleaning products and office supplies used in the ordinary course of Sub-Sublessee's business at the Sub-Subleased Premises, which Sub-Sublessee is permitted to store and use at the Sub-Subleased Premises so long as the same do not violate the Ground Lease and/or the Sublease, and are used, kept and disposed of in compliance with applicable laws)

5. **Insurance.** Sub-Sublessee will insure the Sub-Subleased Premises to the same extent required of Tenant under the Ground Lease, and in connection therewith will procure and maintain such insurance as Tenant is required to maintain thereunder. Each of the insurance policies required under this Section 5 must be issued by an insurer authorized to operate in Texas and shall name Sub-Sublessor, Sublessor and Landlord as additional insureds. Sub-Sublessee must provide Sub-Sublessor with a copy of the insurance certificates evidencing the required coverage before the Term of this Sub-Sublease begins. Sub-Sublessee must promptly notify Landlord, Sublessor and Sub-Sublessor of any

casualty loss, and in any event within twenty-four (24) hours of Sub-Sublessee becoming aware of the same. Any proceeds received under such insurance shall be applied as provided in the Ground Lease and/or the Sublease, as applicable, except that Sub-Sublessee shall be considered in the place of Sub-Sublessor as to the Sub-Subleased Premises.

Notwithstanding anything to the contrary herein, any insurance provided for above may be effected by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this section are otherwise satisfied.

6. **Assignment and Subletting.** Sub-Sublessee shall not assign or sublease all or a portion of the Sub-Subleased Premises to any person or entity without obtaining the prior written consent of Sub-Sublessor, which consent may be withheld in Sub-Sublessor's sole and absolute discretion. In the event that Sub-Sublessee attempts or purports to assign or sublease all or a part of the Sub-Subleased Premises to any other party in violation of the terms of this paragraph, such action shall constitute a default under the terms of this Sub-Sublease, entitling Sub-Sublessor to exercise all remedies provided at law, in equity or under the Ground Lease. Notwithstanding any assignment or subletting, Sub-Sublessee shall not be relieved of its obligations hereunder, and Sub-Sublessor's consent to one assignment or subletting shall not constitute a waiver of the provisions of this Section with respect to any subsequent assignment or subletting.

7. **Alterations.** Sub-Sublessee shall not make any alterations, additions or improvements to the Sub-Subleased Premises without the prior written consent of Landlord, Tenant and Sub-Sublessor in each instance. In addition, Sub-Sublessee may not alter any locks or any security devices in the Sub-Subleased Premises without the prior written consent of Landlord, Tenant and Sub-Sublessor. Any permitted alteration, improvement, modification or sign, or the removal of any alteration, improvement, modification or sign, must be made in accordance with and shall be subject to the provisions of the Ground Lease and the Sublease, as applicable.

8. **Access by Sub-Sublessor.** Sub-Sublessor may enter the Sub-Subleased Premises for any reason and at any time by providing Sub-Sublessee one (1) business day's prior written notice, except in the event of an emergency, in which case, no prior notice shall be required.

9. **Liens.** Sub-Sublessee may not do any act or omission that will cause the Sub-Subleased Premises, the Remaining Premises, the Building, or the property on which the Sub-Subleased Premises is located to be encumbered in any way.

10. **Default.** The occurrence of any of the following events as a result of Sub-Sublessee's acts or omissions shall constitute an event of default entitling Sub-Sublessor to exercise those rights specified in the Ground Lease and/or the Sublease, as applicable, that are available to Landlord and/or Tenant thereunder, and any rights available at law or in equity: (a) failure to pay any installment of Rent or any other payments due hereunder as and when the same shall become due and payable; (b) breach of any term, condition or covenant of this Sub-Sublease; (c) breach of any term, condition or covenant of the Ground Lease and/or the Sublease imposed on Sub-Sublessor, and/or imposed under this Sub-Sublease on Sub-Sublessee; or (d) the occurrence of any event of default specified in the Ground Lease and/or the Sublease for which Sub-Sublessee is responsible; provided, however, that with respect to any default described in subparagraph (a) above, Sub-Sublessor shall not exercise any of its remedies for default unless and until Sub-Sublessee shall fail to cure such default within ten (10) days after written notice of default from Sub-Sublessor, and with respect to any default described in subparagraphs (b) and (c) above, Sub-Sublessor shall not exercise any of its remedies for default unless and until Sub-Sublessee shall fail to cure any default within twenty (20) days after written notice of default from Sub-Sublessor (or such shorter period as may be provided in the Ground Lease and/or the Sublease). Notwithstanding the foregoing, in no event shall Sub-Sublessor be required to give written notice of any default described in subparagraph (a) above more than once during any period of twelve (12) consecutive months. Furthermore, no failure by Sub-Sublessor to send written notice of default

shall be deemed or construed to operate as a waiver of such default or in any way relieve or release Sub-Sublessee of any of its obligations under this Sub-Sublease.

11. **Sub-Sublessor's Right to Cure Defaults of Sub-Sublessee.** If Sub-Sublessee shall fail to fulfill any of its obligations under the Ground Lease, the Sublease and/or this Sub-Sublease, Sub-Sublessor may, but shall not be obligated to, fulfill any obligations of Sub-Sublessee hereunder, and if Sub-Sublessor shall incur any costs in doing so, such costs shall be additional rent due from Sub-Sublessee on the first to occur of demand, or the date of the next rent payment, together with interest at the highest rate allowed by law from the date expended until the date repaid.

12. **Liability.** Notwithstanding any provision of the Ground Lease and/or the Sublease to the contrary, Sub-Sublessor shall not be liable to Sub-Sublessee, or any of its agents, employees, servants, or invitees for any damage to persons or property due to the condition, design, or any defect in the Building or its mechanical systems that may exist as of the Effective Date or that may subsequently occur. Sub-Sublessee, with respect to itself or its agents, employees, servants, and invitees, expressly assumes all risk and damages to persons and property, either proximate or remote, by reason of the present or future condition of the Sub-Subleased Premises.

13. **Notices.**

(a) Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been received upon the first to occur of: actual receipt; or three (3) days after deposit in an official depository of the United States postal service, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties as follows:

If to Sub-Sublessor:

Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Boulevard
Dallas, Texas 75235

With a copy to:

Parkland Health & Hospital System
5200 Harry Hines Boulevard
Dallas, Texas 75235
Attn: Legal Affairs

With a copy to:

Parkland Health & Hospital System
5200 Harry Hines Boulevard
Dallas, Texas 75235
Attn: Manager Real Estate Development

If to Sub-Sublessee:

Carolyn Thompson
Real Estate Services Manager
Dallas County Engineering & Project Management
600 Commerce, 9th Floor
Dallas, Texas 75202
214-653-6437
cbthompson@dallascounty.org

Chong Choe
Assistant District Attorney

Dallas County District Attorney's Office – Civil Division
411 Elm Street, 5th Floor
Dallas, Texas 75202

Either party may change the address for notices by notice in writing given to the other party in the manner herein above described.

(b) Each party hereto shall promptly give the other party a copy of each notice received from, or sent to, Landlord and/or Sublessor which relates to the Sub-Subleased Premises.

14. **Termination.** Sub-Sublessee may terminate this Sub-Sublease prior to any renewal of the Sublease by providing thirty (30) days written notice to Sub-Sublessor. Sub-Sublessor shall notify Sub-Sublessee in writing at least sixty (60) days prior to the end of its Lease Term of the Sublease, or any renewal term thereof, of Sub-Sublessor's decision to renew (or not to renew) the Sublease and of the proposed rental rates during any renewal term of the Sublease.

Furthermore, if Sub-Sublessor terminates its Sublease prior to the end of the Lease Term of the Sublease, Sub-Sublessor shall provide Sub-Sublessee immediate written notice thereof and this Sub-Sublease shall terminate immediately upon the effective date of termination of the Sublease.

Additionally, notwithstanding anything to the contrary herein, the obligations of Sub-Sublessee under this Lease are expressly contingent upon the availability of funding for each item and obligation for the Term of the Sub-Sublease and any pertinent extensions. Sub-Sublessor shall have no right of action against Sub-Sublessee in the event Sub-Sublessee is unable to fulfill its obligations under this Sub-Sublease as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Sub-Sublease or failure to budget or authorize funding for this Sub-Sublease during the current or future fiscal years. In the event that Sub-Sublessee is unable to fulfill its obligations under this Sub-Sublease as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or terminate this Sub-Sublease by written notice to the other party.

15. **Real Estate Brokers.** Each Party represents and warrants to the other Party that it knows of no broker or any other party, nor has it dealt with any other party, who is entitled to receive a brokerage commission or similar compensation in connection with this Sub-Sublease. Sub-Sublessor and Sub-Sublessee shall each be responsible for all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent who claims the same by, through, or under Sublessor or Sub-Sublessee, as applicable.

16. **Consent of Landlord and Tenant.** Sub-Sublessee acknowledges and agrees that Landlord and Tenant have satisfied the respective requirements of the Ground Lease and the Sublease by granting their consent to this Sub-Sublease.

17. **Representations and Warranties.** Each Party represents and warrants to the other that (a) this Sub-Sublease represents the binding agreement of such Party; and (b) the person(s) signing this Sub-Sublease on behalf of such Party is/are authorized to do so.

18. **Financial Statements.** Periodically, but in no event more often than annually, Sub-Sublessee shall, if requested by Sub-Sublessor, provide to Sub-Sublessor then current financial information accurately and fairly reflecting the financial condition of Sub-Sublessee at such time. Sub-Sublessor shall use its commercially reasonable efforts to keep such information confidential, except that Sub-Sublessor may disclose such information as may be necessary to Landlord and/or Sublessor, to Sub-Sublessor's employees, attorneys, accountants and other professionals, and as may be necessary in order to respond to any subpoena or governmental process.

19. **Successors and Assigns.** This Sub-Sublease shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **Time of the Essence.** Time is of the essence with respect to the Parties' respective covenants in this Sub-Sublease.

21. **Attorneys' Fees.** Any Party which is a prevailing party in any legal proceeding brought under or related to the transaction described in this Sub-Sublease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing Party if such award is ordered by a court of law.

22. **Multiple Counterparts.** This Sub-Sublease may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

[SIGNATURE PAGES FOLLOW.]

EXECUTED to be effective as of the Effective Date.

SUB-SUBLESSOR:

**DALLAS COUNTY HOSPITAL DISTRICT D/B/A
PARKLAND HEALTH & HOSPITAL SYSTEM**, a political
subdivision of the State of Texas

By: Richard Humphrey
Richard Humphrey (Oct 24, 2019)
Name: Richard Humphrey
Its: EVP/CFO

SUB-SUBLESEE:

DALLAS COUNTY,
a political subdivision of the State of Texas

By: [Signature]
Name: _____
Its: _____

Recommended:

By: [Signature]
Darryl Martin
Dallas County Administrator

Date of Execution: 08 / 27, 2019

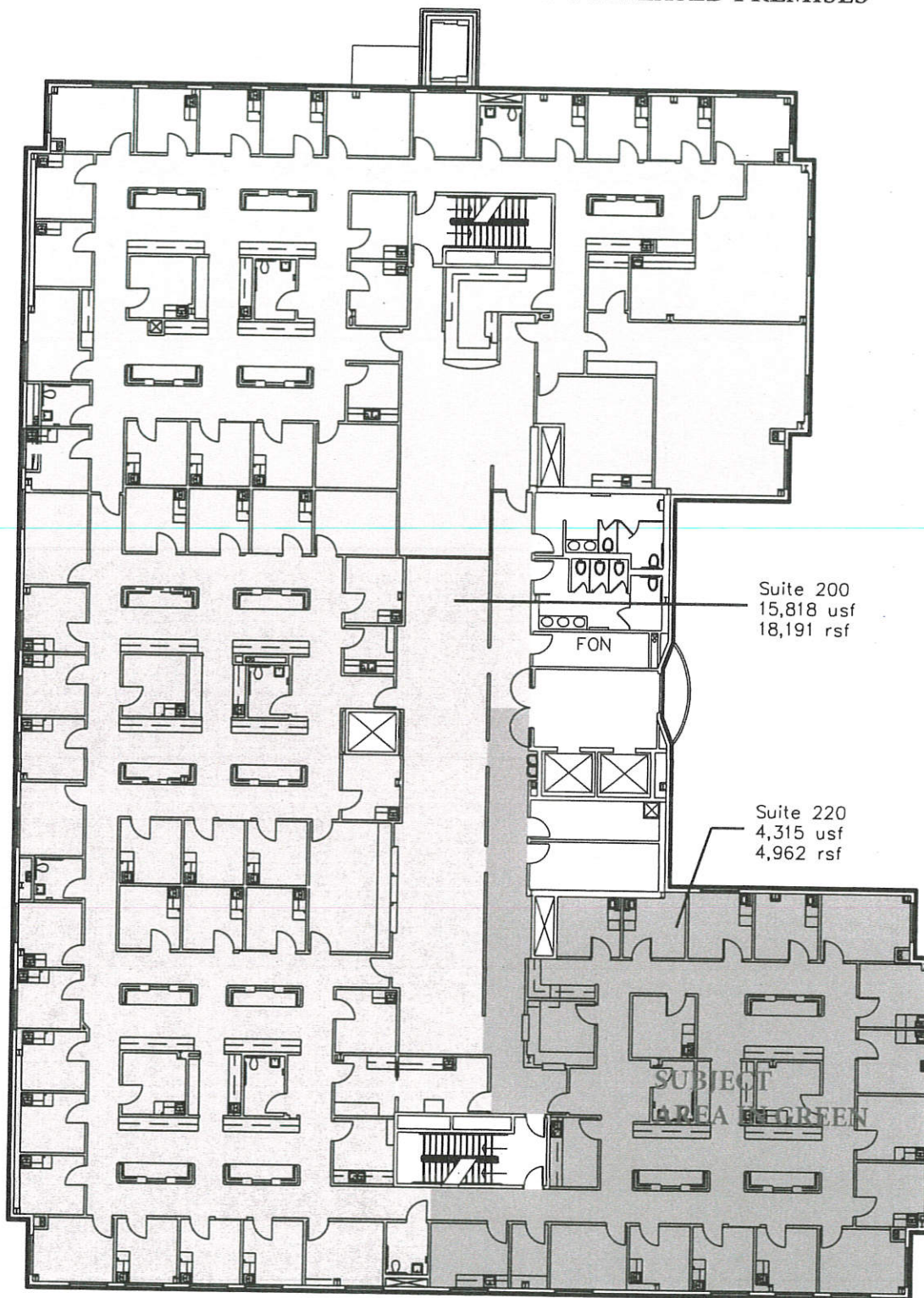
APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

By: [Signature]
Name: Chong H. Choe
Title: Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

EXHIBIT A
FLOOR PLAN SHOWING THE SUB-SUBLEASED PREMISES



05/07/2019

Baylor Medical Plaza III
Second Floor

601 Clara Barton Boulevard
Garland, Texas 75043

For Leasing Information Contact:
Kimberly S. Adkins
214.747.1600
kadkins@healthcarerealty.com
www.MedicalOfficeSpace.com



**All square footages shown are approximate in nature and may contain inconsistencies.

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **AMENDMENT NO. 1 TO LEASE AGREEMENT** (the "Amendment") is made and entered into effective as of the 1 day of July, 2018, by and between **Jupiter Plaza LLC**, a Texas limited liability company (hereinafter called "Landlord") and **Dallas County, Texas**, a Texas political subdivision, **for the benefit of the Dallas County Community Supervision and Corrections Department (CSCD)** (hereinafter called "Tenant").

RECITALS

WHEREAS, by Lease Agreement dated November 7, 2017 ("Lease"), Landlord did lease to Tenant certain office space situated in the Jupiter Plaza Shopping Center commonly known as Jupiter Plaza, Suites 1045, 1049 & 1065, located at 1045, 1049 & 1065 S. Jupiter Road, City of Garland, State of Texas, containing approximately 19,154 rentable square feet (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease upon the terms and conditions herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Terms defined in the Lease. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Lease.

2. Lease Term. Paragraph 1(f) of the Lease, "Lease Term", is hereby amended in its entirety to read as follows:

"Lease Term": A period of one hundred twenty (120) months, commencing on July 1, 2018 ("Commencement Date").

3. Operating Expenses. Paragraph 5 of the Lease is hereby amended to provide that Landlord and Tenant agree that for calendar year 2018, Operating Expenses are \$2.21 per square foot, or \$42,330.36 annually for the Premises. Pursuant to Paragraph 5(e) of the Lease, for calendar year 2018, Tenant shall pay on a monthly basis, at the same time with Basic Rent, the sum of \$3,527.53 in respect of Operating Expenses.

4. Landlord and Tenant hereby represent and certify that all obligations and conditions under the Lease have been performed to date by Landlord or Tenant and have been satisfied free of defenses and setoffs, including any construction work in the Premises.



DALLAS COUNTY
COUNTY AUDITOR

ACTION IS REQUIRED
IMPORTANT TAX NOTICE

Second Backup Withholding Warning!

11/04/16

JUPITER PLAZA LLC
6012 W CAMPUS CIR STE 210
IRVING TX 75063

**YOU MUST HAVE THE IRS OR SSA VALIDATE YOUR TAX
IDENTIFICATION NUMBER AND RETURN IT TO US BEFORE 12/05/16.
OTHERWISE, BACKUP WITHHOLDING WILL BEGIN.**

Current Name on Account: JUPITER PLAZA LLC

Current TIN on Account: 273645435 Account Number 140766

We have received notice from the Internal Revenue Service (IRS) stating that the combination of the name and Taxpayer Identification Number (TIN) on your account with us is incorrect. (Your account number, current name on the account, and current TIN on the account are shown above.) A Name/TIN combination is incorrect if it does not match a Name/TIN combination shown on the records of the Social Security Administration (SSA) or the IRS.

You should follow the instructions below to correct this problem and send the corrected information to us before the date shown above. If we do not have the correct information before that date, the law requires us to backup withhold on interest, dividends, and certain other payments that we make to your account. **The backup withholding rate is 28%.**

Section 3406 of the Internal Revenue Code requires that we withhold a predetermined percent in tax, called backup withholding, when you do not give us your correct Name/TIN combination. Because of the notices we have received from the IRS, we are now required to disregard any future W-9 you provide with your Name/TIN combinations to us for your account; unless SSA (or, in the case of an incorrect employer identification number, the IRS) validates your Name/TIN combination. Also, the IRS may charge you a \$100.00 penalty for failing to provide us with your correct Name/TIN combination.

What You Need to Do

Follow the instructions below to correct your account record to avoid backup withholding on your account (or to stop it once it has begun) and to avoid the penalty.

Individuals/Instructions for Incorrect Social Security Numbers:

The instructions for Incorrect Social Security Numbers have changed and the SSA no longer uses form SSA-7028. If the incorrect TIN you furnished us is a social security number, you must:

1. Contact or visit your local SSA office and request a Social Security Number Printout
2. Provide a copy of the Social Security Number Printout directly to us; and
3. Provide a copy of this notice attached as well.

Non-individuals or Certain Sole Proprietors

If the incorrect TIN you furnished is an employer identification number, you must:

1. Write the Internal Revenue Service Center (Attn: Entity Section) where you file your income tax return, and ask the IRS to send you a Letter 147C;
2. Enclose a copy of this notice in your letter to the Internal Revenue Service Center; and
3. When the IRS sends you a Letter 147C, send it to us with a copy of this notice attached.

5. All other terms and conditions of the Lease are hereby ratified and confirmed to the extent not inconsistent with the terms set forth in this Amendment. In the event of a conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control.

6. This Amendment may be executed in any number of counterparts, any one of which shall constitute an original and all counterparts being but one instrument.

7. The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other prior written or oral understandings and agreements between Landlord and Tenant with respect thereto and shall constitute but one instrument. Except as provided herein, neither Landlord nor any of Landlord's agents or representatives have made any representation or promise, express or implied, in connection with this Amendment.

SIGNATURES ON FOLLOWING PAGE

LANDLORD

Jupiter Plaza LLC, a Texas limited liability company

By: Belle Chanson LLC, a Texas limited liability company
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

TENANT

Dallas County, a Texas political subdivision

By:  Date: 9/18/18

Name: Clay Jenkins

Title: County Judge

Recommended:

By: _____ Date: _____

Name: Darryl Martin

Title: Dallas County Administrator

APPROVED AS TO FORM*:

FAITH JOHNSON
DALLAS COUNTY DISTRICT ATTORNEY

By:  Date: 9/18/18

Name: Chong H. Choe

Title: Assistant District Attorney

*By LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES, OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT, OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).



Dallas County
BRIEFING/ COURT ORDER
Commissioners Court
January 10, 2023

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

Lease Agreement for 1303 W Walnut Hill Rd. Irving, TX. 75038

Briefing Date: January 10, 2023
Funding Source: Juvenile Administration 5110
Originating Department: Engineering and Project Management
Prepared by: Patricia Cruz, Real Estate Service Manager
Recommended by: Jonathon Bazan, Assistant County Administrator

BACKGROUND INFORMATION:

The purpose of this briefing is to seek Commissioners Court Approval of a Lease Agreement between Dallas County (Tenant) and DHEERA Limited Company (Landlord).

The Juvenile Probation Department-District 9 is currently conducting their daily operations at 1425 W. Pioneer Dr. in Irving, TX. 75061. The lease at this location is set to expire 3.31.23, at which point the lease, if renewed, is scheduled to be raised by \$6/SF for the 4,553 SF of office space. A new location has been found that is more centrally located to the families and clients they serve, provides larger, more suitable space and alleviates the inefficiencies at the current location all while being in the same price range of the renewal.

The new location is located at 1303 W Walnut Hill Suite #140 Irving, TX. 75038 and offers approximately 6,069 SF of office space. The landlord will provide a turn-key buildout of the premises to the specifications and requests from the department with a termination option after the 60th month.

The lease would commence April 1, 2023, through May 31, 2030.

OPERATIONAL IMPACT:

This site offers a secure, newer building with more suitable space that meets the daily operational needs. The suite will have a total of 13 offices, a breakroom, an IT closet, waiting room for families and clients, along with a large conference/meeting/training room.

FINANCIAL IMPACT:

During Year 1: the rental is \$13.00/SF or \$6,574.75/month. The average monthly rate over the term of the lease is \$14.16/SF or \$7,162.83. The landlord will abate the rent of month #37 and #62 as part of the lease agreement. This lease will not have operating expenses during the lease term.

LEGAL IMPACT:

The agenda item has been reviewed by the District Attorney's Office, Civil Division.

PROJECT SCHEDULE:

The term of the lease will expire on May 31, 2030.

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

To approve the lease is in line with Strategic Initiative 5, Dallas County is the destination of choice for businesses and residents.

RECOMMENDATIONS:

Staff recommend approving the lease agreement to relocate the Juvenile Probation Department-District 9 to 1303 W. Walnut Hill Lane #140 in Irving, TX 75038 and authorize the County Judge to sign all related documents.

MOTION:

Approve the lease agreement at 1303 W. Walnut Hill Suite #140 Irving, TX. 75038 and authorize the County Judge to sign any and all documents.

ATTACHMENTS:



COURT ORDER 2023-0018

Lease Agreement for 1303 W Walnut Hill Rd. Irving, TX. 75038

On a motion made by Commissioner Andrew Sommerman, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: January 10, 2023

FUNDING SOURCE: Juvenile Administration 5110

Be it resolved and ordered that the Dallas County Commissioners Court does hereby
Approve the lease agreement at 1303 W. Walnut Hill Suite #140 Irving, TX. 75038 and authorize
the County Judge to sign any and all documents.

Done in open Court January 10, 2023 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Jonathon Bazan
Originating Department: Facilities Management

WALNUT HILL CENTER LEASE

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WALNUT HILL CENTER LEASE

1. **PARTIES:** The parties to this lease are:

Landlord: **DHEERA Limited Company**

AND,

Tenant: **County of Dallas, Texas**

2. **LEASED PREMISES:** Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements:

The real property containing approximately **6,069** square feet of rentable area at: **1303 W. Walnut Hill, Suite 140, Irving, Dallas, Texas.**

- a. "Real Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- b. The parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will not be adjusted if re-measured.

3. **TERM:**

- a. Term: The term of this lease is **86 months**, commencing on **4/1/23** (Commencement Date) and ending on **5/31/30** (Expiration Date).
- b. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- c. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises in Tenant's name if required by a governmental body. Landlord does not require Tenant to obtain a Certificate of Occupancy.

4. **RENT AND EXPENSES:**

- a. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described as follows:

Initialed for Identification by Landlord: SK, and Tenant: CP



<i>From</i>	<i>To</i>	<i>Monthly Rate</i>	<i>Rate per SF</i>
4/1/2023	3/31/2024	\$6,574.75 / month	\$13.00 / rsf / year
4/1/2024	3/31/2025	\$6,827.63 / month	\$13.50 / rsf / year
4/1/2025	3/31/2026	\$7,080.50 / month	\$14.00 / rsf / year
4/1/2026	4/30/2026	\$00.00 / month	\$00.00 / rsf / year
5/1/2026	4/30/2027	\$7,333.38 / month	\$14.50 / rsf / year
5/1/2027	4/30/2028	\$7,586.25 / month	\$15.00 / rsf / year
5/1/2028	5/31/2028	\$00.00 / month	\$00.00 / rsf / year
6/1/2028	5/31/2029	\$7,839.13 / month	\$15.50 / rsf / year
6/1/2029	5/31/2030	\$8,092.00 / month	\$16.00 / rsf / year

- b. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as shown in **Special Provisions "Electricity" (Section 34)**.

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- c. First Full Month's Rent: The first full monthly rent is due within seven (7) business days following **Full Lease Execution**.
- d. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.
- e. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:
- Name: **DHEERA Limited Company**
Address: **P.O. Box 16387, Fort Worth, Texas 76162**
- f. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease then Landlord, after providing written notice to Tenant, may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds. **Landlord only accepts ACH and online payments.**
- g. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 10 business days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

Initialed for Identification by Landlord:

 and Tenant: 

5. SECURITY DEPOSIT:

- a. Upon execution of this lease, Tenant will pay **\$8,092.00** to Landlord as a security deposit.
 - b. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of written notice from Landlord, restore the security deposit to the amount stated.
 - c. Within 30 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.
- 6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- a. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (*Check all that apply.*)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
i. Water		X	
ii. Sewer		X	
iii. Electric			X
iv. Gas	X		
v. Telephone			X
vi. Internet			X
vii. Cable			X
viii. Trash		X	
ix. All other utilities	X		

- b. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider, **except Electric – Tenant to reimburse Landlord for its pro rata share of electricity charges**. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- c. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- d. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises.
 - i. Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
 - ii. Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of **\$75 per hour**. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice.

Initialed for Identification by Landlord: *RL* , and Tenant: *CS*

Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

8. INSURANCE:

- a. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - i. public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: **\$1,000,000**.
 - ii. personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
 - iii. business interruption insurance sufficient to pay 12 months of rent payments.
- b. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- c. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - i. purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - ii. exercise Landlord's remedies under Paragraph 20.
- d. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
- e. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant in writing of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- a. Tenant may use the leased premises for the following purpose and no other: **General Office**.
- b. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- c. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): **7:00 AM – 7:00 PM – Monday thru Friday, Saturday 7:00 AM – 1:00 PM**. Tenant shall have access to their premises 24 hours a day, 7 days a week.

10. LEGAL COMPLIANCE:

Initialed for Identification by Landlord: SK and Tenant: CF

- a. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- i. any activity which is a nuisance or is offensive, noisy, or dangerous;
 - ii. any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - iii. any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - iv. any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - v. any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - vi. the permanent or temporary storage of any hazardous material.
- b. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- c. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- a. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent which may not be unreasonably withheld. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- b. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- c. See Exhibit B for more information on Tenant signage.

12. ACCESS BY LANDLORD:

- a. During Tenant's normal business hours Landlord may enter the leased premises, after twenty-four (24) hours written notice, for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises and unless in case of an emergency will provide Tenant with at least twenty-four (24) hours prior notice.
- b. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

Initialed for Identification by Landlord: SK

and Tenant: CJ

13. **MOVE-IN CONDITION:** Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property other than as warranted in Exhibit "A" attached hereto.

14. **MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- a. At the time this lease ends, Tenant will surrender the leased premises in broom clean condition, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- b. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- c. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- d. Notwithstanding the foregoing, at the end of the term Tenant will remove only those improvements and fixtures which at its sole discretion elects to remove. Tenant will be required to leave space in broom-clean condition. Tenant will not be required to restore the leased space to its original condition.

15. **MAINTENANCE AND REPAIRS:**

- a. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type.
- b. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- c. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)
- d. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

N/A Landlord Tenant

- | | |
|--|---|
| (1) Foundation, exterior walls, roof, and other structural components..... | X |
| (2) Glass and windows..... | X |
| (3) Fire protection equipment | X |
| (4) Fire sprinkler systems..... | X |
| (5) Exterior & overhead doors, including closure devices, molding, locks, and hardware | X |
| (6) Grounds maintenance, including landscaping and irrigation systems | X |
| (7) Interior doors, including closure devices, frames, molding, locks, and hardware | X |
| (8) Parking areas and walks | X |

Initialed for Identification by Landlord: SK

and Tenant: [Signature]

- (9) Plumbing systems, drainage systems and sump pumpsX
- (10) Electrical systems, mechanical systemsX
- (11) Ballast and lamp replacementX
- (12) Heating, Ventilation and Air Conditioning (HVAC) systemsX
- (13) HVAC system replacementX
- (14) Signs and lighting:
 - (a) Pylon.....X
 - (b) FaciaX
 - (c) MonumentX
 - (d) Door/SuiteX
- (15) Extermination and pest control, excluding wood-destroying insects.....X
- (16) Fences and Gates.....X
- (17) Storage yards and storage buildings.....X
- (18) Wood-destroying insect treatment and repairsX
- (19) Cranes and related systemsX
- (20) All other items and systems.....X

- e. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas.
- f. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- g. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 business days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- a. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold, condition or delay consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- b. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- c. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

Initialed for Identification by Landlord: SL

and Tenant: CP

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: *To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:*

- a. *an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;*
- b. *fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.*

19. INDEMNITY: *Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.*

20. DEFAULT:

- a. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- b. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 10 business days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 30 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- c. If Tenant is in default, Landlord may, with at least 5 business days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease. Landlord must mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - i. any lost rent;
 - ii. Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - iii. repairs to the leased premises for use beyond normal wear and tear;
 - iv. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - v. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - vi. cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - vii. cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - viii. cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and

- ix. any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 125% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant reserves the right to assign the lease or sublease any portion of the premises with written approval from the Landlord, not to be unreasonably withheld. Notwithstanding, Tenant will have the right to assign its interest in this lease to any entity owned or controlled by Tenant or its parent, to a successor, or to any entity that acquires substantially all of tenant's assets or stock, without Landlord's consent.

24. INTENTIONALLY OMITTED.

25. SUBORDINATION:

- a. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- i. any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - ii. all advances made under any such lien, encumbrance, or ground lease;
 - iii. the interest payable on any such lien or encumbrance;
 - iv. any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - v. any restrictive covenant affecting the leased premises or the Property; and
 - vi. the rights of any owners' association affecting the leased premises or Property.
- b. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

26. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- a. Within 10 business days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- b. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

27. CASUALTY LOSS:

Initialed for Identification by Landlord: Sk

and Tenant: CG

- a. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
 - b. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
 - c. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
 - d. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- 28. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 29. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.
- 30. REPRESENTATIONS:**
- a. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
 - b. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person.
 - c. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

Initialed for Identification by Landlord: SL and Tenant: CP

31. BROKERS:

- a. The brokers to this lease are:

Principal Broker: **SS DENTON TAP, LLC dba Dogwood Commercial**
Cooperating Broker: **ALLAN BAILEY JOHNSON GROUP**

- b. The parties acknowledge and agree that except for SS Denton Tap, LLC d/b/a Dogwood Commercial (Landlord's Broker) and Allan Bailey Johnson (Tenant's Broker), no brokers have been involved in the negotiation of this Lease and any commission owing to the Brokers shall be paid by Landlord pursuant to a separate written agreement. Landlord and Tenant shall indemnify, defend, and hold the other harmless for any breach of the representation set forth in this paragraph, and such indemnity obligation shall survive the expiration or termination of the Lease.
- 32. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.
- 33. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord: **DHEERA Limited Company**

At address: **P.O. Box 16387, Fort Worth, TX 76162**
Phone: **972 951 6195**
Email: **dheeralimited@att.net**

Tenant: **County of Dallas, Texas**

At address: **1303 W. Walnut Hill Ln, Suite 140 Irving, TX 75038**
Phone: _____
Email: _____

34. SPECIAL PROVISIONS:

Tenant shall pay Tenant's pro rata share of electric charges which are currently estimated at \$2.00/SF/Year and paid monthly in addition to base rent. Estimated at \$1,011.50/month based on 6,069 SF.

35. AGREEMENT OF PARTIES:

- a. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- b. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- c. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- d. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

Initialed for Identification by Landlord: SK, and Tenant: CB

- e. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected, and all other provisions of this lease will remain valid and enforceable.
- f. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- g. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- h. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- i. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Signature Page to follow:

Initialed for Identification by Landlord: SK, and Tenant: CJ

Landlord:

Dheera Limited Company

By (signature): [Signature]
Printed Name: SHASHI KUMAR
Title: MANAGING MEMBER
Date: 12-16-2022

Tenant:

County of Dallas, Texas

By (signature): [Signature]
Printed Name: Clay Lewis Jenkins
Title: Dallas County Judge
Date: 1/12/2023

Initialed for Identification by Landlord:

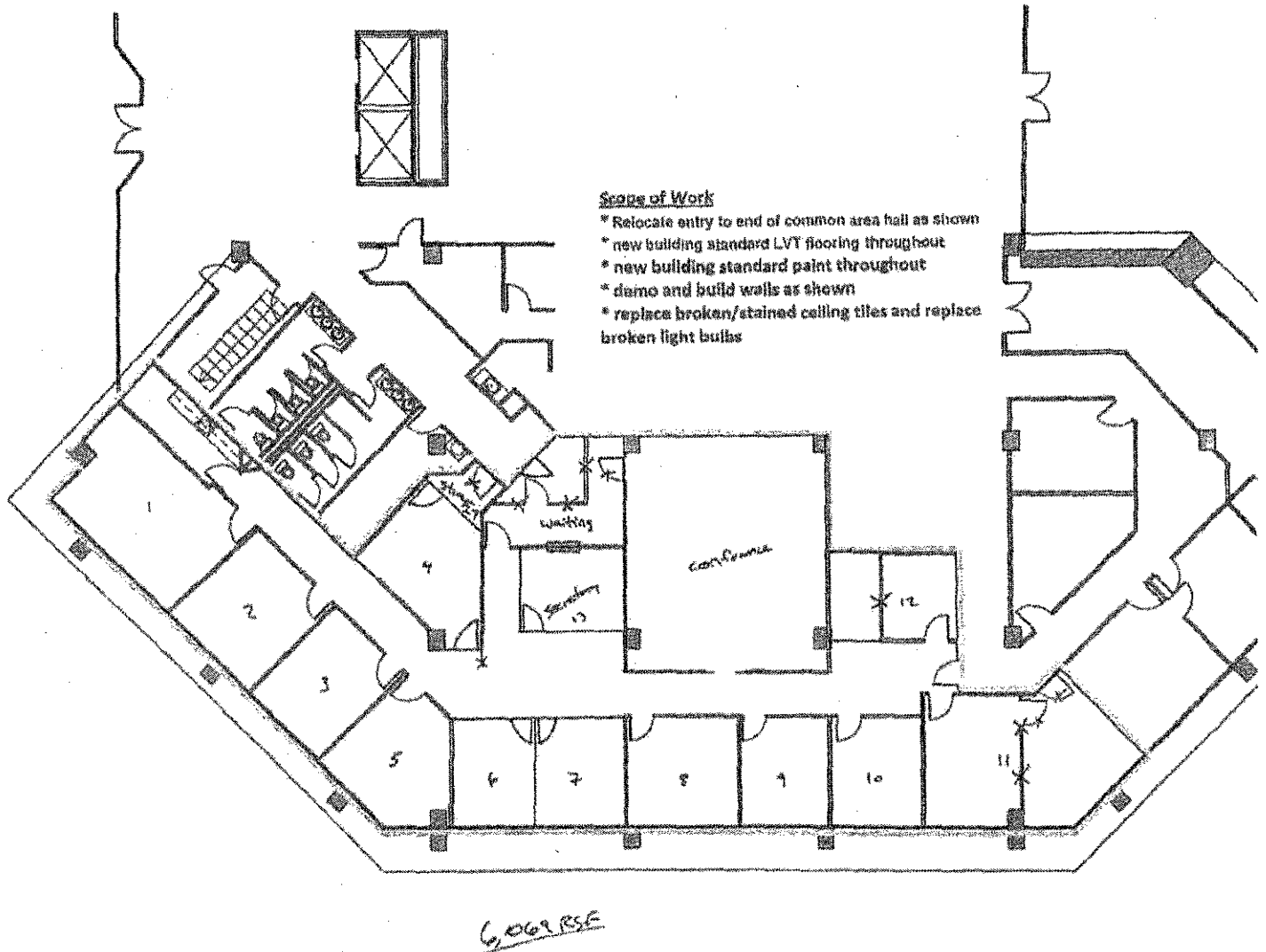
[Initials]

and Tenant:

[Signature]

EXHIBIT A

DEMISED PREMISES & LANDLORD IMPROVEMENTS



Initialed for Identification by Landlord: SK and Tenant: CG

EXHIBIT B

PARKING AND SIGNAGE

PARKING: Landlord shall provide Tenant with a free surface parking ratio of 4 parking spaces per 1,000 SF of leased space. In addition, Landlord shall provide Tenant with 2 reserved parking spaces free of charge for the term of the Lease.

SIGNAGE: In addition to the rules and stipulations of Section 11 of this Lease, Landlord, at its sole expense, shall provide building standard suite signage outside Premises entry door and building directory signage in the Building lobby. Landlord shall grant Tenant free access and permission to install a sign on the Building monument sign fronting on Walnut Hill Lane for the term of the Lease. Any monument signage shall be installed at Tenant's sole expense and shall be first approved by Landlord and meet all local municipal codes.

Initialed for Identification by Landlord: SK, and Tenant: CP

EXHIBIT C

RENEWAL OPTION

Tenant shall have the option to renew the Lease for two (2) additional five (5) year terms at 95% of the fair market value for comparable space in the market area at the time of each renewal. Tenant shall provide Landlord with a written notice of the Tenant's intention to exercise said option at least six (6) months prior to end of Lease term or first renewal term.

Initialed for Identification by Landlord: SL, and Tenant CJ

EXHIBIT D

RIGHT OF FIRST REFUSAL

Tenant shall require an on-going and recurring right of first refusal on all contiguous space coming available within the building during the initial term of the Lease. Tenant shall have up to ten (10) business days after receipt of a bonafied offer to lease the contiguous space by a third (3rd) party, to indicate in writing to the Landlord its intent to lease the contiguous space. The contiguous space shall be leased to the Tenant pursuant to the provisions of the original Lease, as modified by the terms of the offer.

Initialed for Identification by Landlord: Sk and Tenant: CJ

EXHIBIT E

TERMINATION OPTION

Tenant shall have a one-time right to terminate the lease at the end of the 60th rent paying month with nine (9) months written notice to Landlord with a penalty equal to three (3) months of rent and [unamortized leasing costs and tenant improvements], amortized at six percent (6%). Landlord to provide Tenant a final cost of the Tenant Improvements and Leasing Costs.

Initialed for Identification by Landlord: SK

and Tenant: [Signature]

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is executed as of July 2, 2025, between G&I X INDUSTRIAL DALLAS LP, a Delaware limited partnership ("**Landlord**"), and THE COUNTY OF DALLAS, a political subdivision of the State of Texas, on behalf of THE DALLAS COUNTY JUVENILE BOARD ("**Tenant**").

RECITALS:

- A. Landlord and Tenant are party to that certain Lease Agreement dated September 16, 2015 (the "**Lease**"). Pursuant to the terms of the Lease, Tenant is currently leasing approximately 45,534 rentable square feet (the "**Leased Premises**") in the building located at 1673 Terre Colony, Dallas, Texas 75212 (the "**Building**"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.
- B. Tenant desires to extend the Term for a period of eighty-eight (88) months, and Landlord has agreed to such extension on the terms and conditions contained herein.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term**. The Term is hereby extended for a period of eighty-eight (88) months, such that it expires at 5:00 p.m., Dallas, Texas time, on March 31, 2033 (the "**Expiration Date**"), on the terms and conditions of the Lease, as modified hereby.

2. **Base Monthly Rent**. Beginning December 1, 2025 (the "**Renewal Date**"), the Base Monthly Rent shall be the following amounts for the following periods of time:

<u>From:</u>	<u>To:</u>	<u>Annual Base Monthly Rent/RSF</u>	<u>Monthly Installment of Base Monthly Rent:</u>
12/1/2025	3/31/2027	\$5.80	\$22,008.10
4/1/2027	3/31/2028	\$6.00	\$22,778.38
4/1/2028	3/31/2029	\$6.21	\$23,575.63
4/1/2029	3/31/2030	\$6.43	\$24,400.77
4/1/2030	3/31/2031	\$6.66	\$25,254.80
4/1/2031	3/31/2032	\$6.89	\$26,138.72
4/1/2032	3/31/2033	\$7.13	\$27,053.57

Notwithstanding the foregoing, Base Monthly Rent is abated for the first four (4) months following the Renewal Date (equal to an abatement of \$22,008.10 per month) (the period during which Base Monthly Rent is abated is the "**Abatement Period**"). Tenant nonetheless owes additional rent during the

Abatement Period, and Landlord can charge its management fee as though Base Monthly Rent were not abated. In the case of a Default, Base Monthly Rent abated pursuant to this Section shall immediately become due and payable in full.

3. **Condition of Leased Premises.** TENANT ACKNOWLEDGES THAT TENANT CURRENTLY OCCUPIES THE LEASED PREMISES AND TENANT HEREBY ACCEPTS THE LEASED PREMISES, THE BUILDING, AND THE LAND (INCLUDING THE SUITABILITY OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THE LEASE) IN "AS IS" CONDITION WITH ANY AND ALL FAULTS AND LATENT OR PATENT DEFECTS AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF LANDLORD OR ANY REPRESENTATIVE OF LANDLORD. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES AND ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND TENANT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES. Landlord shall not be required to perform any leasehold improvements or provide any improvement allowance in connection with this Amendment, except as set forth on **Exhibit A** attached hereto and made a part hereof.

4. **Confidentiality.** Tenant acknowledges the terms and conditions of the Lease (as amended hereby) are to remain confidential for Landlord's benefit and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

5. **HVAC.** On the Renewal Date, Article 11.G. of the Lease is deleted.

6. **Renewal Option.** Tenant shall have the right to extend the Term in accordance with the renewal option set forth on **Exhibit B** attached hereto.

7. **Termination Option.** Tenant shall have the right to terminate the Lease in accordance with the termination option set forth on **Exhibit C** attached hereto.

8. **Options.** Except as provided on **Exhibit B** and **Exhibit C** to this Amendment, all option rights granted to Tenant, if any, contained in the Lease, including, without limitation, options to extend or renew the term of the Lease or to expand the Leased Premises or to terminate the Lease, are hereby deleted and are of no force and effect.

9. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than Stream Realty Partners – DFW, L.P., representing Landlord, and CBRE, Inc. and OMS Strategic Advisors, LLC, representing Tenant, whose commissions shall be paid by Landlord pursuant to separate written agreements. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

10. **Landlord's Notice.** Landlord's notice address is as follows:

G&I X Industrial Dallas LP

c/o Stream Realty Partners – DFW, L.P.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn: Property Manager

With a copy to:

G&I X Industrial Dallas LP
c/o DRA Advisors LLC
575 Fifth Avenue (38th Floor)
New York, New York 10017
Attn: Asset Management

11. **Determination of Charges.** Landlord and Tenant agree that each provision of the Lease (as amended by this Amendment) 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.

12. **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals 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 other governmental action relating thereto.

13. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) except as expressly provided for in this Amendment, all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

14. **No Representations.** Each of the parties to this Amendment has executed same relying solely on its own judgment with the benefit of the advice of its attorneys or brokers (or having decided to proceed without the benefit of the advice of its own attorneys or brokers), and each party hereby disclaims reliance upon any statement or representation of the other party or any agent of such other party unless such statement or representation is expressly set forth in this Amendment.

15. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Leased Premises are located.

16. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

17. **Electronic Signatures.** This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

18. **Green Lease Rider.** Tenant agrees to comply with the terms and conditions contained in **Exhibit D** attached hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Amendment shall be deemed executed as of the date first written above.

LANDLORD:

G&I X INDUSTRIAL DALLAS LP,
a Delaware limited partnership

By: G&I X Industrial TX GP LLC,
a Delaware limited liability company,
its general partner

By: Robert Hyman
By: Robert Hyman (Jul 2, 2025 11:40 EDT)
Name: Robert Hyman
Title: Vice President

TENANT:

THE COUNTY OF DALLAS,
a political subdivision of the State of Texas

By: Clay Lewis Jenkins
Clay Lewis Jenkins
Dallas County Judge

Recommended:

By: Jonathon Bazan
Jonathon Bazan
Assistant Dallas County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

By: Chong Choe
Chong Choe
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

EXHIBIT A

WORK AGREEMENT

1. **Acceptance of Leased Premises.** Except as set forth in this Exhibit, Tenant accepts the Leased Premises in their "**AS-IS**" condition on the date that this Amendment is entered into.

2. **Scope of Work.** Tenant shall perform those certain alterations and improvements to the Leased Premises as may be agreed upon between Landlord and Tenant in writing (the "**Work**"), provided, however, that any such alterations or improvements will (a) become permanently affixed to the Leased Premises, (b) directly benefit the Building, and (c) be shown on final plans and specifications approved by Landlord in accordance with the terms of the Lease.

3. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the Work is commenced. The Work shall be performed in a good and workmanlike manner free of defects and shall be performed in such a manner and at such times as and not to interfere with or delay Landlord's other contractors, the operation of the Building, and the occupancy thereof by other tenants. All contractors and subcontractors shall contact Landlord and schedule time periods during which they may use Building facilities in connection with the Work.

4. **All Construction Contracts.** Unless otherwise agreed in writing by Landlord and Tenant, each of Tenant's construction contracts shall: (a) provide a schedule and sequence of construction activities and completion reasonably acceptable to Landlord, (b) contain a one-year warranty for all defective Work, (c) require the contractor and each subcontractor to name Landlord, Landlord's property management company, Landlord's asset management company, and Tenant as additional insured on such contractor's insurance maintained in connection with the construction of the Work, (d) be assignable following an event of default by Tenant under the Lease to Landlord and Landlord's mortgagees, and (e) contain a requirement that the contractor is responsible for daily cleanup work and final clean up (including removal of debris).

5. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, if such requested change would adversely affect (in the reasonable discretion of Landlord) (a) the Building's structure or the Building's systems (including the Building's mechanical rooms), (b) the exterior appearance of the Building, or (c) the appearance of the Building's common areas, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit by this reference for all purposes. If Tenant requests any changes to the Work, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

6. **Walk-Through; Punchlist.** When Tenant considers the Work in the Leased Premises to be substantially completed, Tenant will notify Landlord and within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Leased Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Tenant shall use

reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon.

7. **Excess Costs.** The entire cost of performing the Work (including design of and space planning for the Work and preparation of any drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by law, and the construction supervision fee referenced in Section 9 of this Exhibit, all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. Upon selection of a contractor, Tenant shall promptly execute a work order agreement that itemizes the Total Construction Costs and sets forth the Construction Allowance.

8. **Construction Allowance.** Landlord shall provide to Tenant a construction allowance not to exceed \$113,835.00 (the "**Construction Allowance**") to be applied toward the Total Construction Costs, as adjusted for any changes to the Work. No advance of the Construction Allowance shall be made by Landlord until Tenant has first paid to the contractor from its own funds (and provided reasonable evidence thereof to Landlord) the anticipated amount by which the projected Total Construction Costs exceed the amount of the Construction Allowance. Thereafter, Landlord shall pay to Tenant the Construction Allowance in one disbursement following the receipt by Landlord of the following items: (a) a request for payment, (b) the Work is completed, and (c) final lien waivers from all persons performing work or supplying or fabricating materials for the Work, fully executed, acknowledged and in recordable form (collectively, the "**Completed Application for Payment**"). Landlord shall pay the amount requested in the Completed Application for Payment to Tenant within 30 days following Tenant's submission of the Completed Application for Payment. If, however, the Completed Application for Payment is incomplete or incorrect, Landlord's payment of such request shall be deferred until 30 days following Landlord's receipt of the Completed Application for Payment. Notwithstanding anything to the contrary contained in this Exhibit, Landlord shall not be obligated to make any disbursement of the Construction Allowance during the pendency of any of the following: (A) Landlord has received written notice of any unpaid claims relating to any portion of the Work or materials in connection therewith, other than claims which will be paid in full from such disbursement, (B) there is an unbonded lien outstanding against the Building or the Leased Premises or Tenant's interest therein by reason of work done, or claimed to have been done, or materials supplied or specifically fabricated, claimed to have been supplied or specifically fabricated, to or for Tenant or the Leased Premises, (C) the conditions to the advance of the Construction Allowance are not satisfied, or (D) an event of default by Tenant exists. The Construction Allowance must be used (that is, the Work must be fully complete and the Construction Allowance disbursed) within twelve months following the Renewal Date or shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

9. **Construction Management.** Landlord or its affiliate or agent shall supervise the Work and coordinate the relationship between the Work, the Building and the Building's systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to one percent of the Total Construction Costs.

10. **Maintenance Allowance.** Tenant shall receive an amount up to \$136,602.00 (the "**Maintenance Allowance**") for cosmetic repairs to the Leased Premises (the "**Maintenance Costs**"). Landlord shall pay the Maintenance Costs directly to Tenant within thirty (30) days of presentation of invoices reasonably acceptable to Landlord and shall charge the cost against the Maintenance Allowance. Landlord shall have no obligation to pay or reimburse Tenant to the extent of any unspent portion of the Maintenance Allowance.

11. **Landlord Work**. So long as no Default has occurred, Landlord, at Landlord's sole cost and expense, shall replace the HVAC units labeled RTU #5, 6, 7, 9, 10, and 11 serving the Leased Premises, using Building-standard materials.

EXHIBIT B

RENEWAL OPTION

Notwithstanding anything to the contrary in the Lease, Tenant shall have one (1) option to renew the Lease Term (the "**Renewal Option**") on the following terms and conditions:

a. Provided that as of the date of the receipt of the Renewal Notice (as hereinafter defined) by Landlord and the Renewal Commencement Date (as hereinafter defined), (i) Tenant is the tenant named on the Lease as of the Renewal Commencement Date, (ii) Tenant actually occupies all of the Leased Premises, and (iii) no Default exists, or would exist but for the passage of time or the giving of notice, or both, then Tenant shall have the right to extend the Lease Term for one (1) additional term of sixty (60) months (the "**Renewal Term**") commencing on the day following the expiration of the Lease Term (the "**Renewal Commencement Date**"). Tenant shall give Landlord written notice (the "**Renewal Notice**") of its election to renew the Term in accordance with the terms hereof at least nine (9) months, but not more than twelve (12) months, prior to the scheduled expiration date of the Lease Term.

b. The Base Monthly Rent payable by Tenant to Landlord during the Renewal Term shall be equal to the then-prevailing market rate for comparable space in comparable buildings in the vicinity of the Building taking into account the size of the Lease, the length of the renewal term, market escalations, and the credit of Tenant.

c. Landlord shall notify Tenant of its determination of the Base Monthly Rent (which shall be made in Landlord's sole discretion) for the Renewal Term, and Tenant shall advise Landlord in writing of any objection within ten (10) days of receipt of Landlord's notice. Failure to respond within the ten (10) day period shall constitute Tenant's acceptance of such Base Monthly Rent. If Tenant objects, Landlord and Tenant shall commence negotiations to attempt to agree upon the Base Monthly Rent for a period of up to thirty (30) days after Landlord's receipt of Tenant's objection notice. If the parties cannot agree, each acting in good faith but without any obligation to agree, on the Base Monthly Rent on or before the end of such thirty (30) day period, then Tenant's exercise of the Renewal Option shall be deemed withdrawn and the Lease shall expire or terminate in accordance with its terms.

d. The determination of the Base Monthly Rent does not reduce Tenant's obligation to pay or reimburse Landlord for Operating Expenses, Taxes, and any other reimbursable or chargeable items as set forth in the Lease, and Tenant shall reimburse and pay Landlord as set forth in the Lease with respect to such items with respect to the Leased Premises during the Renewal Term.

e. Except for the Base Monthly Rent for the Renewal Term as determined above, Tenant's occupancy of the Leased Premises during the Renewal Term shall be on the same terms and conditions as are in effect immediately prior to the expiration of the Lease Term; provided, however, Tenant shall have no further right to any allowances, credits or abatements or any options to expand, contract, renew, terminate or extend the Lease.

f. If Tenant does not give the Renewal Notice within the period set forth above, the Renewal Option shall automatically terminate. Time is of the essence as to the giving of the Renewal Notice.

g. Landlord shall have no obligation to refurbish or otherwise improve the Leased Premises for the Renewal Term unless otherwise agreed by and between Landlord and Tenant. The Leased Premises shall be tendered on the Renewal Commencement Date in "as-is" condition.

h. If the Lease is extended for the Renewal Term, then, promptly after the determination of Base Monthly Rent in accordance with the terms of this Exhibit, Landlord shall prepare and Tenant shall execute an amendment to the Lease confirming the extension of the Lease Term and the other provisions applicable thereto.

i. If Tenant exercises its right to renew the term of the Lease for a Renewal Term pursuant to this Exhibit and the parties execute the amendment, the term "Lease Term" as used in the Lease shall be construed to include, when practicable, the Renewal Term except as provided in subparagraph (e) above.

EXHIBIT C

TERMINATION OPTION

1. Tenant shall have the option to terminate the Lease (the "**Termination Option**") any time following March 31, 2031 (the "**Termination Date**"), as to all (but not less than all) of the Leased Premises. Tenant may exercise the Termination Option by delivering written notice (the "**Termination Notice**") to Landlord at least six (6) months prior to the Termination Date. If Tenant elects to exercise the Termination Option, then Tenant shall pay a fee to Landlord (the "**Termination Fee**") simultaneously with its delivery of the Termination Notice in an amount equal to the sum of (i) the unamortized portion of the brokerage commission paid in connection with this Amendment and the Construction Allowance, at a discount rate of eight percent (8%) per annum, and (ii) three (3) months of Base Monthly Rent payable at the rate for April 2031.

2. Tenant may not exercise the Termination Option if there is a Default under the Lease on the date of the Termination Notice or the Termination Date.

3. The payment of the Termination Fee simultaneously with the Termination Notice is a condition precedent to the effectiveness of any termination under this Exhibit. No termination under this Exhibit affects any then outstanding liabilities of Landlord or Tenant under the Lease.

EXHIBIT D
GREEN LEASE RIDER

1. Definitions.

“Building Certifications” shall mean those Green Building Standards under which the Improvements (i) are or are in the process of becoming certified, or (ii) may in the future become certified by mutual consent of Landlord and Tenant.

“Building Performance Standards” shall mean mandated building performance standards, energy benchmarking ordinances, or any similar local laws or regulations which intend to regulate the energy usage or emissions at the Building.

“Green Building Standards” shall mean standards for the certification of environmentally sustainable, high-performance buildings or aspects of their performance, including, without limitation, the US EPA Energy Star® rating, the US Green Building Council’s Leadership in Energy and Environmental Design (LEED®) rating, and other similar certification standards, as well as applicable Building Performance Standards, which may be required by local laws or regulations.

“Landlord Sustainability Contact” shall mean ESG Manager, esg@draadvisors.com. Landlord may change the Landlord Sustainability Contact on written notice to Tenant.

“Tenant Sustainability Contact” shall mean [email], [phone]. Tenant may change the Tenant Sustainability Contact on written notice to Landlord.

2. Reporting.

(a) To the extent Landlord is unable to reasonably procure directly, Tenant shall submit to Landlord on an annual basis, to the extent available to Tenant and possible utilizing Tenant’s existing systems, equipment and meters, the total usage and total charges as they appear on Tenant’s electric, gas, water and other utility bills. This information should be submitted annually, but with a monthly breakdown in a format deemed reasonably acceptable by Landlord. Landlord will separately track energy consumption for the Common Areas on a monthly basis and water consumption for the Common Areas on at least a quarterly basis. Following written request not to exceed once per calendar year, and to the extent reasonably available and applicable, Landlord will provide Tenant with the Building’s ENERGY STAR water score (or, if applicable, comparable metrics), as well as whole building energy performance data (e.g., ENERGY STAR score or if applicable, comparable metrics) when such data is available, or when mandated by local laws or regulations.

(b) Tenant will use commercially reasonable efforts to cooperate with Landlord in the certification of the Leased Premises pursuant to any rating scheme for Green Building Standards or applicable local ordinances, such as Building Performance Standards. Notwithstanding the foregoing, in no event shall Tenant be obligated to make alterations to the Leased Premises to comply with any Green Building Standards, unless such alterations are required by local laws or ordinances, or are otherwise required to be made by Tenant under the terms of the Lease. Tenant agrees to use commercially reasonable efforts to provide all reasonable information required by the Landlord consistent with the accreditation or certifications required to comply with Green Building Standards, within 10 business days of request.

(c) Landlord and Tenant shall submit all formal correspondence and reporting, and may also request additional information and submit questions regarding issues related to sustainability and energy to the Landlord Sustainability Contact or the Tenant Sustainability Contact, as the case may be. Such issues include, but are not limited to, retrofit projects, billing issues, energy efficiency upgrades, and data access.

3. Compliance with Building Performance Standards and Landlord's Sustainability Practices.

(a) Landlord and Tenant shall reasonably cooperate to achieve and/or maintain the Building Certifications, comply with Building Performance Standards, and to consider adoption of sustainable management practices reasonably proposed by either party. In connection with each party's responsibility for compliance with Building Performance Standards, Tenant shall be responsible for its operations and for the Leased Premises, and Landlord shall be responsible for its operations and for the Building exterior and Common Areas. Tenant shall not use or operate the Leased Premises in any way that would cause the Building to lose any Building Certifications or jeopardize compliance with Building Performance Standards.

(b) Landlord and Tenant shall discuss and reasonably cooperate with one another to obtain potential Building Certifications for the Improvements and the Leased Premises and to establish appropriate shared goals for certification and compliance with Building Performance Standards (as applicable).

(c) Any and all tenant improvement work and/or alterations performed by or on behalf of Tenant will be performed in compliance with Building Performance Standards, in such a manner that maintains any applicable Building Certifications, and using reasonable efforts to comply with the criteria set forth in Landlord's proprietary Efficiency Fit-Out Guides (if any).

(d) Tenant agrees that any capital expenditures incurred by Landlord in connection with Green Building Standards are reasonably expected to reduce overall Operating Expenses and, as such, may be included in Operating Expenses provided that such expenditures are amortized (including a reasonable interest rate) over the expected useful life of the item in question in accordance with generally accepted accounting principles for commercial real estate, uniformly applied.

(e) In the event that Tenant's use and operations at the Building or Project contributes to Landlord incurring a penalty, fine, or fee as a result of non-compliance with such Building Performance Standards, in the reasonable determination of Landlord, (including but not limited to, solely by way of example, and not any implied or express limitation, a fine assessed as a result of Tenant's excessive usage of electricity, gas, water, or any other utility or other like resource), Tenant shall reimburse Landlord for such penalty, fine, or fee no later than 30 days following receipt of an invoice for such amount. In the event the Leased Premises is less than the entire area of the Building, Tenant's obligation to reimburse Landlord for such penalty, fine, or fee shall be calculated based on the proportionate share of such penalty, fine, or fee which is attributable to Tenant's use and operations at the Building as reasonably determined by Landlord.



COURT ORDER 2024-0768

First Lease Extension at 7819 Lake June Road, Dallas, Texas 75217

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: August 6, 2024

FUNDING SOURCE: Fund 196

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Approve the First Lease Extension and authorize the County Judge to sign all related documents.

Done in open Court August 6, 2024 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Jonathon Bazan
Originating Department: Facilities Management

RE: 7819 Lake June Road
Dallas, Texas 75217

FIRST LEASE EXTENSION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENT:
COUNTY OF DALLAS §

THIS FIRST LEASE EXTENSION has been executed as of this _____ day of _____, 2024 by **COLUMBIA COLSON CORPORATION** ("Landlord") and **DALLAS COUNTY, TEXAS** on behalf of **DALLAS COUNTY JUVENILE DEPARTMENT**, ("Tenant").

RECITALS

- A. Landlord and Tenant entered into a lease agreement (the "Original Lease"), dated January 1, 2014, pursuant to Dallas County Commissioners Court Order 2013-2028, under which Tenant leased from Landlord approximately 5,000 square feet of rentable area in the building located at 7819 Lake June Road, Dallas, Texas and more particularly described in the Original Lease (the "Premises").
- B. Landlord and Tenant desire to execute this First Lease Extension in order to evidence their agreement to amend and extend the Original Lease subject to, and in accordance with, the terms more particularly set forth in this First Lease Extension.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration contained herein, Landlord and Tenant agree to amend and extend the Original Lease as follows:

ARTICLE I
CERTAIN AMENDMENTS

SECTION 1.01 Lease Renewal

- a) Landlord and Tenant hereby agree to amend Section III "Term of Lease" of the Original Lease as follows:

"The term of the Agreement between Dallas County, Texas and Columbia Colson Corporation (the "Original Lease") is from January 1, 2014 through December 31, 2024. Original Lease may be renewed for (5) additional extension terms, each having a two (2) year term. Any Extension Term(s) shall be upon the same terms and conditions contained in the Original Lease; and any reference in the Original Lease to the "Term" shall be deemed to include any subsequent Extension Terms and apply thereto, unless it is expressly provided otherwise.

Option to Extend the Term. Tenant may exercise each option by delivering to Landlord notice of exercise at least three (3) months before the expiration of the then applicable term of the lease, as renewed by any previous extensions. Landlord will deliver to Tenant Landlord's proposed fair market rental value of the Premises for the extension term. Any increases in rental value shall not exceed five (5) percent.

Holding Over. In the event that Tenant does not vacate the Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all the terms and provisions of the Original Lease, including any subsequent Extension Terms, shall be applicable during that period, except that Tenant shall pay Landlord as Base Rent for the period of such holdover an amount equal to two times the Base Rent which would have been payable by Tenant had the holdover period been a part of the original term of the Original Lease. Tenant agrees to vacate and deliver the Premises to Landlord immediately upon Tenant's receipt of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No Holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease."

- b) Landlord and Tenant hereby agree to extend the Original Lease for an additional 2-year period, from January 1, 2025 through December 31, 2026 (i.e., the "First Lease Extension"). This First Lease Extension shall serve as the first renewal pursuant to Section III ("TERM") of the Original Lease.

SECTION 1.02 Lease Rents & Deposits

- a) Landlord and Tenant hereby agree that monthly rent for the First Lease Extension term will increase to Seven thousand, three hundred and ninety-five dollars (\$7,395.00) for each month of the term of the First Lease Extension.

**ARTICLE II
ASSURANCES**

SECTION 2.01 Texas Accessibility Standards. Landlord assures that the Premises are in compliance with Texas Accessibility Standards.

**ARTICLE III
MISCELLANEOUS**

SECTION 3.01 Ratification. The Original Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Each party represents to the other that such party (a) is currently unaware of any default by the other party under the Original Lease; and (b) has full power and authority to execute and deliver this First

Lease Extension and this First Lease Extension represents a valid and binding obligation of such party enforceable in accordance with its terms.

SECTION 3.02 **Notice.** Any notice to be given under this First Lease Extension shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO TENANT:
DALLAS COUNTY
Patricia Cruz
Facilities Management
133 N. Riverfront Boulevard, 9th Floor
Dallas, Texas 75207

TO LANDLORD:
COLUMBIA COLSON CORPORATION
C/O Raul Estrada
1113 E Jefferson Blvd Suite 214
Dallas, Texas 75203

AND

DALLAS COUNTY JUVENILE DEPARTMENT
HENRY WADE JUVENILE JUSTICE CENTER
DARRYL BEATTY, DIRECTOR
2600 LONE STAR DRIVE
DALLAS, TEXAS 75212

SECTION 3.03. **Severability.** If any provision of this First Lease Extension is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

SECTION 3.04. **Incorporation, Amendment, and Counterparts.** All other terms, provisions, conditions, and obligations of the Original Lease shall remain in full force and effect and said Original Lease along with any Extensions shall be construed together as a single contractual agreement. No amendment to this First Lease Extension shall be effective unless it is in writing and signed by all parties. The Landlord and Tenant may execute this First Lease Extension in any number of counterparts each of which is an original and all of which constitute on and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, this First Lease Extension has been executed as of (but not necessarily on) the date and year first above written.

LANDLORD:

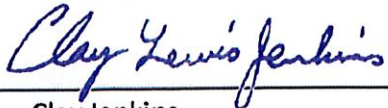
COLUMBIA COLSON CORPORATION

BY: 
NAME: Raul Estrada
TITLE: Managing Member

Date: August 29, 2024

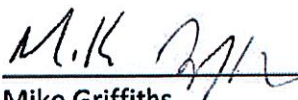
TENANT:

DALLAS COUNTY

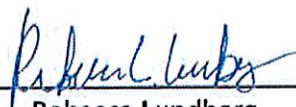
BY: 
Clay Jenkins
Dallas County Judge

Date: August 13th, 2024

Recommended By:


Mike Griffiths
Interim-Director
Dallas County Juvenile Department

**APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY**

BY: 
Rebecca Lundberg
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

OFFICE LEASE



This Lease is made this 04/01/2024 ("Effective Date") by and between 10100 NC Property, LLC ("Landlord") and Dallas County, TX ("Tenant").

BASIC LEASE PROVISIONS

BUILDING: 10100 North Central Expressway

PROJECT: See attached legal description per Exhibit "B"

ADDRESS: 10100 North Central Expressway Dallas, TX. 75231

SUITE #: 550

RENTABLE SQUARE FEET:

Rentable Square Feet ("RSF") shall be calculated according to the Building Owner's and Manager's Association international ("BOMA") standards, namely the "Standard Method of Measuring Floor Area in Office Buildings – American National Standard," ANSI Z65.1-1996 (Revisions of ANSI Z65.1-1980) approved June 7, 1996 by American National Standards Institute, Inc. as interpreted by written guidance published by BOMA entitled "Answers to 26 Key Questions About the ANSI/BOMA Standard for Measuring Floor Area in Office Buildings."

PREMISES: 4,686 rentable square feet located on the 5th Floor of the Building as depicted on Exhibit "A".

TERM: Ten years (120 months). Tenant shall have a one-time right to terminate the lease at the end of the 84th month by providing six (6) months written notice to Landlord and including the payback of the unamortized leasing commissions and tenant improvements. Landlord to provide Tenant a final cost of the tenant improvements and leasing commissions.

COMMENCEMENT DATE:

06/01/2024 or upon the Leasehold Improvements Completion Date as provided in Exhibit Q,, whichever is later (to be further clarified by the parties in the Commencement Date Memorandum in Exhibit "Z" and in accordance with the provisions of this Lease).

EXPIRATION DATE:

Ten years (120 months) after the **Commencement Date** (to be further clarified by the parties in the Commencement Date Memorandum in Exhibit "Z" and in accordance with the provisions herein.

SECURITY DEPOSIT: Upon Lease execution Tenant shall pay to Landlord a security deposit in the amount of seven thousand four hundred and nineteen dollars and fifty cents (\$7,419.50).

PRE-PAID RENT: Intentionally deleted.

OCCUPANCY: Tenant shall be allowed, within thirty (30) days prior to completion of landlord's work, access to the premises to install trade fixtures, data, and phone systems, and ancillary cabling of same, provided the Tenant does not interfere with the Landlord or Landlords contractors. This shall in no way be construed as occupancy for the purposes of commencing rent. Tenant shall be liable for any damages, personal injuries, property damages, or delays associated with any such installation.

**BASE RENT
SCHEDULE:**

Months	\$/SF-YR	Monthly
1&2	\$0.00	\$0.00
3-12	\$19.00	\$7,419.50
13&14	\$0.00	\$0.00
15-24	\$19.38	\$7,567.89
25	\$0.00	\$0.00
26-36	\$19.77	\$7,719.25
37-48	\$20.16	\$7,873.63
49-60	\$20.57	\$8,031.11
61-72	\$20.98	\$8,191.73
73-84	\$21.40	\$8,355.57
85-96	\$21.83	\$8,522.68
97-108	\$22.26	\$8,693.14
109-120	\$22.71	\$8,867.00

**BASE OPERATING
EXPENSE**

(2024, 95% GROSS UP): Base Operating Expenses shall mean the actual Operating Expenses for calendar year 2024 (the "Base Year").

**TENANT'S
PROPORTIONATE
SHARE:**

$$4,686 / 94,294 = 4.97\%$$

TENANT ADDRESS (not in building): 133 N. Riverfront Boulevard, 9th floor Dallas, Texas 75207

PHONE #: 2146536437

FAX #:

EMAIL: dcjudge@dallascounty.org

(Tenant shall notify Landlord of any changes to its address or email account)

LANDLORD ADDRESS (FOR RENT PAYMENTS):

10100 NC Property, LLC

PO Box 4737

Houston, TX 77210-4737

(FOR ALL OTHER PURPOSES):

10100 NC Property, LLC

7324 Southwest Freeway, Suite 1900

HOUSTON, TEXAS 77074

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LEASE PROVISIONS

THIS LEASE ("Lease") is made by and between Landlord and Tenant. In consideration of the mutual covenants and agreements herein set forth, and any other consideration, Landlord leases to Tenant and Tenant leases from Landlord the area generally outlined on the floor plan attached hereto as "Exhibit A", hereinafter referred to as the "Premises" which is part of the Building (hereinafter referred to as the "Building").

1. **TERM.** The Term of this Lease shall commence on the Commencement Date and continue to the Expiration Date, as such date may be extended pursuant to any Renewal Option, unless sooner terminated as provided hereinafter.

2. **ACCEPTANCE OF PREMISES.** Notwithstanding the work described in Exhibit "W", the Premises are accepted by tenant in "as is" condition and configuration, and there are no representations or warranties of any kind, express or implied, by Landlord regarding the Premises, the Building or the Project. Tenant hereby agrees that the Premises are in good order and satisfactory condition. By taking possession of the Premises, Tenant waives all claims due to defects in the Premises, the Building and/or the Project except minor finish adjustments in Landlord work specified in reasonable detail by Tenant contemporaneously with taking possession, and all warranties of any kind, express or implied, including, without limitation, those of suitability, habitability and fitness for any particular purpose. Tenant waives the right to terminate this lease due to the condition of the Premises, the Building or the Project.

3. **USE OF PREMISES.** Tenant will use the Premises for office purposes only. Tenant shall not: permit more than five (5) persons per 1,000 square feet to occupy the Premises at any time; use or occupy the Building for any purpose which is unlawful or dangerous; permit the maintenance of any nuisance, disturb the quiet enjoyment for all of the Building, emit offensive odors or conditions into other portions of the Building; sell, purchase, or give away, or permit the sale, purchase or gift of food in the Building, or use any apparatus which might create undue noise or vibrations; or conduct any crypto mining or other high electricity demand activities. Tenant shall not permit anything to be done which would increase any insurance rates on the Building or its contents, and if there is any increase, then Tenant agrees to pay such increase promptly upon demand therefor by Landlord; however, any such payment shall not waive Tenant's duty to comply with this Lease. Landlord and any agent thereof does not represent or warrant that the Premises or Building conforms to applicable restrictions, ordinances, requirements, or other matters that may relate to Tenant's intended use, or with respect to the presence on, in or near the Premises or Building of hazardous substances, biological matter (including, but not limited to, mold, mildew and fungi) or materials which are categorized as hazardous or toxic. Tenant accepts the Premises "as is." *Landlord does not make any representations as to the suitability, condition, layout, footage, expenses or operation of the Premises, except as specifically set forth herein, and tenant expressly acknowledges that no such representations have been made. Landlord makes no other warranties, express or implied, or merchantability, marketability, or fitness, and any implied warranties are hereby expressly disclaimed.* Landlord to represent that, to its knowledge, there are no hazardous substances located in, on, or under the Building, the property or Premises, which would constitute a violation of any law governing hazardous substances. Tenant must satisfy itself that the Premises may be used as Tenant intends by independently investigating all matters related to its intended use.

4. **BASE RENT AND SECURITY DEPOSIT.** Except as provided for in this Lease, Tenant will pay to Landlord without deduction or setoff, Rent for each month of the Lease Term. "Rent" means Base Rent, the Operating Expense reimbursements pursuant to Section 5, plus other amounts provided for in this Lease to be paid by Tenant, all of which shall constitute rental in consideration for this Lease and the leasing of the Premises including any charges and late fees. The Security Deposit shall be held by Landlord, without interest, as security for Tenant's performance under this Lease, and not as an advance payment of rent or a measure of Landlord's damages. Upon an Event of Default (defined below) or any damage to the Building or Premises caused by Tenant, its employees or invitees, Landlord may, without prejudice to any other remedy, use the Security Deposit to cure such Event of Default or repair any damage. Following any application of the Security Deposit, Tenant shall, on demand, restore the Security Deposit to its original amount. If Tenant is not in default hereunder, any remaining balance of the Security Deposit shall be returned to Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the Security Deposit. Rent is due, and must be received by Landlord, by the **first** day of every month, at address specified by Landlord. Landlord and its manager will not accept cash payments. Tenant agrees to pay by check, EFT, cashier's check, or certified funds only. Notwithstanding the foregoing, Landlord agrees that a temporary delay in making each of the first two initial Rent payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.

5. **OPERATING EXPENSE REIMBURSEMENT.**

- (a) Calculation. In the event that Operating Expenses (defined in Section 6) of the Building during any calendar year of the Term shall exceed the Base Operating Expense for the Building, Tenant shall pay to Landlord its Pro Rata Share of the increase in such Operating Expenses over the Base Operating Expense. Tenant's Pro Rata Share is the proportion that the rentable square footage occupied by Tenant bears to the total rentable square footage of the Building, as determined by Landlord (said Pro Rata Share shall be adjusted in the event the rentable area of the Building or the Project is increased or decreased). If the Project consists of more than one building, the Landlord reserves the right to contract for services and/or utilities on a Project wide basis. In such instance, Tenant's Percentage Share for such Project wide services, utilities or other costs shall be calculated based upon the rentable square footage of the Premises compared to the rentable square footage of the Project (instead of the Building). Controllable expenses, which shall be defined as all expenses other than Taxes, Insurance, and Utilities, shall be capped on a non-cumulative basis at five percent (5%) per year, or actual, whichever is less.
- (b) Payment. On or before the first anniversary of the Commencement Date Landlord shall provide to Tenant the Estimated Operating Expense Increase for the calendar year during which the Commencement Date falls. Thereafter, from time to time, Landlord shall provide to Tenant the Estimated Operating Expenses Increase (or an amendment thereto) for any year. In addition to the Base Rent, Tenant shall pay in advance on the first day of each calendar month during the Term, installments equal to 1/12th of Tenant's Pro Rata Share of the Estimated Operating Expense Increase.

After the Base Year (as defined above), Landlord shall furnish to Tenant a statement certified by Landlord of the Actual Operating Expenses Increase for the immediately preceding calendar year, which statement shall specify the various types of Operating Expenses and set forth Landlord's calculations of Tenant's Pro Rata Share of the Actual Operating Expenses Increase. If Tenant's Pro Rata Share of the Estimated Operating Expenses Increase paid to Landlord during the previous calendar year exceeds Tenant's Pro Rata Share of the Actual Operating Expenses Increase, then Landlord shall credit the difference to Tenant at the time Landlord furnishes the statement of the Actual Operating Expenses Increase. Otherwise, within fifteen (30) thirty days after Landlord furnishes such statement to Tenant, Tenant shall make a lump sum payment to Landlord equal to Tenant's Pro Rata Share of the positive difference between the Actual Operating Expenses Increase and the Estimated Operating Expenses Increase theretofore paid by Tenant. The "Estimated Operating Expenses Increase" shall equal Landlord's estimate of Operating Expenses for the applicable calendar year, less the Base Operating Expenses. Landlord's statement of the Estimated Operating Expenses Increase shall control for the year specified in such statement and for each succeeding year during the Term until Landlord provides a new statement of the Estimated Operating Expenses Increase. The "Actual Operating Expenses Increase" shall equal the actual Operating Expenses for the applicable calendar year, less the Base Operating Expenses.

- (c) Audit Rights. Within 60 days after Landlord furnishes its statement of actual Operating Expenses for any calendar year (the "Audit Election Period"), Tenant may, at its expense, elect to audit Landlord's Operating Expenses for such calendar year only, subject to the following conditions: (1) there is no uncured event of default under this Lease; (2) the audit shall be prepared by an independent certified public accounting firm of recognized national standing; (3) in no event shall any audit be performed by a firm retained on a "contingency fee" basis; (4) the audit shall commence within 30 days after Landlord makes Landlord's books and records available to Tenant's auditor and shall conclude within 60 days after commencement; (5) the audit shall be conducted during Landlord's normal business hours at the location where Landlord maintains its books and records and shall not unreasonably interfere with the conduct of Landlord's business; (6) Tenant and its accounting firm shall treat any audit in a confidential manner and shall each execute Landlord's confidentiality agreement for Landlord's benefit prior to commencing the audit; and (7) the accounting firm's audit report shall, at no charge to Landlord, be submitted in draft form for Landlord's review and comment before the final approved audit report is delivered to Landlord, and any reasonable comments by Landlord shall be incorporated into the final audit report. Notwithstanding the foregoing provisions of this Section, Tenant shall have no right to conduct an audit if Landlord furnishes to Tenant an audit report for the calendar year in question prepared by an independent certified public accounting firm of recognized national standing (whether originally prepared for Landlord or another party). This paragraph shall not be construed to limit, suspend, or abate Tenant's obligation to pay Rent when due, including operating expenses. In the event Landlord has overstated Operating Expense Rent, within 30 days after demand accompanied by Tenant's verification of such overcharges and paid invoices, Landlord shall credit any overpayment determined by the final approved audit report against the next Rent due and owing by Tenant or, if no further Rent is due,

refund such overpayment directly to Tenant within 30 days of determination. Likewise, Tenant shall pay Landlord any underpayment determined by the final approved audit report within 30 days of determination. The foregoing obligations shall survive the expiration or termination of this Lease. If Tenant does not give written notice of its election to audit Landlord's Operating Expenses during the Audit Election Period, Landlord's Operating Expenses for the applicable calendar year shall be deemed approved for all purposes, and Tenant shall have no further right to review or contest the same. The right to audit granted hereunder is personal to the initial Tenant named in this Lease and shall not be available to any subtenant under a sublease of the Premises.

- (d) Gross Up. Notwithstanding any provision of this Paragraph to the contrary, if the Building (or Project, as applicable) is less than ninety-five percent (95%) leased and/or occupied during any calendar year (**including the Base Year for purposes of determining Base Year Operating Expenses**), Landlord shall make an adjustment to the Operating Expenses for the year to determine what the Operating Expenses would have been for such year if the Building would have been ninety-five percent (95%) leased and/or occupied. Such adjustment shall be made by increasing those costs included in the Operating Expenses that vary with occupancy.
- (e) **OPERATING EXPENSES.** Shall mean all costs of operating, servicing, managing, repairing and maintaining the Project, the landscaping of Common Areas of the Project and the parking lot or garage used as parking for the Project. All costs of operating, servicing, administering, repairing and maintaining the Project include any reasonable and necessary costs of operation, maintenance and repair, computed in accordance with sound accounting principles applied on a consistent basis, and will include by way of illustration, but not limitation:
- (a) all necessary costs of managing, operating, repairing and maintaining the Project, including, without limitation, wages, salaries, fringe benefits and payroll burden for employees on-site utilized in the day to day operation of the Project; public liability, flood, property damage and all other insurance premiums paid by Landlord with respect to the Project, including any amounts that would be charged as premiums if Landlord self-insures any of the insurance risks; liability disclaimers; water, sewer, heating, air conditioning, ventilating, gas and all other utility charges (other than with respect to utilities separately metered and paid directly by Tenant or other tenants); the cost of contesting the validity or amount of real estate and personal property taxes; janitorial services; access control; window cleaning; elevator maintenance; fire detection and security services; gardening and landscape maintenance; all costs of snow and ice removal; trash, rubbish, garbage and other refuse removal; pest control; painting; facade maintenance; lighting; exterior and partition (demising) wall repairs; roof repairs; maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins and other areas and facilities, whether or not on-site; canal embankment and related maintenance; repair and repainting of sidewalks due to settlement and potholes and general resurfacing and maintenance of

parking areas; sanitary control; depreciation of machinery and equipment used in any of such maintenance and repair activities; management fees; union increases; road sidewalk and driveway maintenance; and all other Project maintenance, repairs and insurance;

- (b) Intentionally deleted.
- (c) the costs of supplies, materials, tools and equipment for repairs and maintenance expressly tied to the Building or the property described on Exhibit B ("Property");
- (d) all real and personal property taxes, assessments (whether they be general or special), sewer Rents, rates and charges, transit taxes, taxes based upon the receipt of Rent, dues from any HOA or similar association, and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the land upon which the Project stands or the Project for such year or the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Project for the operation thereof (the "Taxes").

Operating Expenses shall not include:

- (e) depreciation on the Project or any Common Areas;
- (f) efforts to lease portions of the Building or to secure new Tenant's for the Building including costs of space planning, tenant improvements, marketing expenses, advertising expenses, finders fees and real estate broker commissions, attorneys' fees and other professional fees;
- (g) any and all expenses for which Landlord is reimbursed (either by an insurer, condemnor, tenant or other person or entity), but only to the extent of such reimbursement;
- (h) that portion of the salaries for on or off site personnel to the extent any of them work for other projects owned by Landlord or the Project's managing agent;
- (i) costs in connection with services or benefits of a type which are not Project standards and are not available to Tenant, but are available to another tenant or occupant;
- (j) mark-ups on electricity and condenser cooling water for heat pumps in excess of Landlord's costs therefore;
- (k) Landlord's general overhead and administrative expenses not directly allocable to the operation of the Project;
- (l) attorneys' fees and cost related to negotiating or enforcing any tenant lease, or resolving disputes with any lender of Landlord, or negotiations or disputes with tenants or prospective tenants;

- (m) cost of capital expenditures or improvements unless meeting the requirements of and expressly included in Operating Expenses under Section 5.2 below;
- (n) principal, interest and other charges payable in connection with any debt or amortization payments on any mortgage/deed of trust, or Rent on any ground lease;
- (o) federal and state taxes on income, death, estate or inheritance; or franchise taxes
- (p) salaries, wages, benefits and other expenses of employment of officers and executives of Landlord and other employees of Landlord to the extent such other employees are not directly involved in operation, repair, maintenance and management of the Property;
- (q) any fee for any independent manager of the Property exceeding competitive rates, but in no event in excess of 5% of the Property's gross revenues;
- (r) any utility or other service furnished to premises leased to any tenant or occupant of the Building, if such utility or service is not furnished to Tenant or if Tenant's use or consumption of such utility or service is separately metered or submetered at the Premises;
- (s) vacant space;
- (t) landlord's general overhead and any profit paid to subsidiaries or affiliates of Landlord, except for a management fee not exceeding competitive rates, but in no event in excess of 5% of the Property's gross revenues;
- (u) improvements, alterations and additions to the Building or any leased premises that are not generally beneficial to all tenants of the Building;
- (v) expansion of the rentable area of the Building;
- (w) environmental testing, remediation and compliance;
- (x) improvements, alterations, repairs and replacements necessary to bring the Property into compliance with laws existing as of the Commencement Date, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et.seq., as amended from time to time) (the "ADA");
- (y) repairs or replacements arising out of a fire or other casualty or an exercise of the power of eminent domain;
- (z) any breach or violation of a law, lease or other obligation by Landlord or Landlord's employees, agents or contractors, including fines, penalties and attorney's fees;
- (aa) sculptures, paintings and other works of art; and

5.2 Capital Expenditures. "Capital Expenditures" shall mean any cost or expense which Landlord shall pay or become obligated to pay in connection with a repair or

replacement to the Property and which would be deemed a capital expenditure under generally accepted accounting principles, customary building management practices or the regulations of the Internal Revenue Service. If Landlord makes a Capital Expenditure to reduce Operating Expenses or to comply with laws or regulations enacted or promulgated after the Commencement Date, such Capital Expenditure shall be amortized over the useful life of the repair or replacement giving rise to such Capital Expenditure, according to generally accepted accounting principles and the regulations of the Internal Revenue Service, and only the annual amortized portion of such Capital Expenditure, with interest, shall be included in Operating Expenses for each year after Landlord makes such Capital Expenditure, until such Capital Expenditure is fully amortized.

6. INTENTIONALLY DELETED.

7. LANDLORD'S OBLIGATIONS.

(a) Landlord will furnish to Tenant at Landlord's expense:

1) water at those points of supply provided for the general use of tenants of the Building;

2) heated and refrigerated air conditioning from Monday through Friday 7:00 am to 6:00 pm, Saturday 8:00 am to 1:00 pm at such temperatures and in such amounts as reasonably considered necessary by Landlord; service on Sundays, and holidays are optional on the part of the Landlord (there is an additional \$100.00 per hour after hours HVAC usage charge).

3) janitorial services to the Premises on weekdays other than holidays and window washing as may, in Landlord's judgment, be reasonably required;

4) passenger elevators for ingress to and egress from the Premises, in common with other tenants;

5) replacement of Building standard light fixtures; and

6) electric lighting for public areas and special service areas of the Building to the extent deemed by the Landlord to be reasonable.

(b) Landlord shall furnish electrical current required for normal office use of the Premises. Upon the Commencement Date of the Lease, and thereafter, Tenant shall pay its estimated prorata share, using the rentable square footage of the Premises and the total rentable square footage of the Building, of the actual cost incurred by Landlord of providing electricity to the Premises, the common areas of the Building and the Building ("Electricity Cost"). Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Landlord shall have the right from time to time during any such calendar year of the Lease Term (as extended herein) to revise the written estimate of Tenant's share of the projected Electricity Cost and Tenant shall pay such revised estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within a reasonable period after the end of each calendar year, Landlord shall furnish Tenant a statement indicating in reasonable detail the Electricity Cost for the

preceding year and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of Electricity Cost as indicated by such annual statement. Any payment due to Landlord shall be payable by Tenant on demand from Landlord. Any amount due Tenant shall be credited against installments next becoming due.

- (c) Failure to furnish, stoppage, or interruption of these services resulting from any cause shall not render Landlord liable in any respect for damages to either person, property or business, or be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from performance of its obligations. Should any equipment furnished by Landlord cease to function properly, Landlord shall use reasonable diligence to repair the same promptly. Landlord shall not be obligated to furnish these services if Tenant is in default under this Lease. Notwithstanding the foregoing, if any particular service (designated in section 6(a) or 6(b) and within the sole control of Landlord) is discontinued for any continuous ten (10) day period, Tenant shall have the right to abate rent payments on a per diem basis.
 - (d) Unless damage, the need for repairs, or the need for replacement is caused in whole or part due to the acts or omissions of Tenant, its employees, guests, or invitees, the Landlord shall be responsible, at its own cost, for the structural components of the Premises, including but not limited to the roof, exterior walls, foundation, floor slab, exterior canopies, gutters, and water spouts; repair and replacement to the HVAC system, all utility mains, lines, meters, and conduits extending to the service connections within the Premises; all building, electrical, and utility systems including but not limited to sprinkler, fire alert, and other safety systems.
8. **IMPROVEMENTS.** Landlord leases to Tenant the space and improvements described in "Exhibit A" and "Exhibit Q" attached hereto, hereinafter referred to as the "Premises". All other improvements to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications and by contractors approved, in writing, by Landlord, which shall not be unreasonably withheld, conditioned, or delayed.
9. **Relocation.** In the event Landlord determines to utilize the Premises for other purposes during the Lease Term, Tenant agrees to relocate to other space in the Building, provided such other space is of equal or larger size than the Premises and has at least the same number of windows. Notwithstanding the foregoing, if the relocation space is of a larger size than the Premises, Tenant shall continue to pay rent based on the size of the Premises, and in no way shall be charged more than currently stated in this Lease. Landlord shall pay all reasonable out-of-pocket expenses of such relocation, including the expenses of moving and reconstruction of all Tenant and Landlord furnished improvements, together with the costs for reprinting a reasonable supply of stationery and announcements depicting Tenant's new address, all to be determined and the amount agreed upon prior to the execution of the relocation amendment and move. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions, but with the new location substituted for the old location as set forth in Exhibit "A" of this Lease.
10. **TENANT'S OBLIGATIONS.** Tenant will not damage the Building and will pay the cost of repairing any damage done to the Building by Tenant or Tenant's agents, employees, or invitees. Tenant shall take good care of the Premises and keep them free of waste and

nuisance. Tenant must immediately notify Landlord in writing of any water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks, or any other condition that might pose a hazard to property, health, or safety. Tenant will keep the Premises and all fixtures in good condition and repair. If Tenant fails to make necessary repairs within thirty (30) days after notice from Landlord, Landlord may, at its option, make such repairs and Tenant shall, upon demand, pay Landlord the cost thereof. At the end of the Term, Tenant shall deliver to Landlord the Premises and all improvements in good repair and condition, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted and all keys to the Premises in Tenant's possession. Tenant will not make or allow to be made any alterations or physical additions in or to the Premises without prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. All of Tenant's fixtures, and any personal property not removed from the Premises at the end of the Term, shall be presumed to have been abandoned by Tenant and shall become the property of the Landlord. At the end of the term, Tenant will remove only those non-fixture improvements which, at its sole discretion, elects to remove. Tenant will be required to leave space in broom-clean condition, and Tenant will not be required to restore the leased space to its original condition.

11. **INDEMNITY.** Landlord shall not be liable for and Tenant will, to the extent permitted by law, defend, indemnify and hold harmless Landlord from all fines, suits, claims, demands, losses, and actions, including attorney's fees, for any injury to persons or damage to or loss of property on or about the Premises or in or about the Building caused by the Tenant, its employees, invitees, licensees, or by another person entering the Premises or the Building under invitation of the Tenant, or arising out of Tenant's use of Premises. This provision is intended to waive any claims against Landlord and its agents for the consequences of their own negligence or fault. Landlord hereby agrees to indemnify, defend and hold Tenant or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "Tenant Related Parties") harmless from and against any and all Claims for property damage, personal injury or any other matter arising, claimed, charged or incurred against or by Tenant or any of the Tenant Related Parties in connection with or relating to any event, condition, matter or thing which occurs in, at or about the Property to the extent due to the gross negligence or willful misconduct of Landlord or its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees, and agents. Notwithstanding anything to the contrary contained herein, to the extent allowed by law, Tenant & Landlord hereby waive all claims against and release the other Party and any Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, or caused by fire, flood, water leaks, wind, ice, snow, hail, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses (d) the inadequacy or failure of any security or protective services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord or Tenant. This waiver and indemnity obligation shall survive the termination or expiration of the Lease.
12. **MORTGAGES.** Tenant accepts this Lease subordinate to any deeds of trust, mortgages or other security interests which might now or hereafter constitute a lien upon the Building or the Premises, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request

from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right, but not the obligation, at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Tenant shall, within 10 days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the date to which Rent has been paid. Upon Tenant's request, Landlord shall use commercially reasonable efforts to help Tenant secure a non-disturbance agreement from the Mortgagee, which shall provide that Tenant's possession of the Premises and this Lease, will not be disturbed so long as Tenant is not in Default and attorns to the record owner of the Premises. Landlord shall request, but is not obligated to obtain, through the lender, a Non-Disturbance, Attornment and Subordination Agreement from all mortgagees of the Premises in form acceptable to Tenant, executed by such mortgagees, which assures Tenant's occupancy of the Premises in the event of foreclosure or deed in lieu of foreclosure.

13. **ASSIGNMENT; SUBLEASING.** Tenant shall not assign this Lease by operation of law or otherwise (including without limitation by transfer of stock, merger, or dissolution), mortgage or pledge the same, or sublet the Premises or any part thereof, without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord's consent to an assignment or subletting shall not release Tenant from any obligation hereunder, and Landlord's consent shall be required for any subsequent assignment or subletting. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if Tenant is in Default under this Lease or if, in Landlord's reasonable judgment, the proposed transferee does not have sufficient financial means to perform all of its obligations under this Lease or the sublease, as applicable, or if Landlord has had prior unsatisfactory dealings with the proposed transferee. If Tenant desires to assign or sublet the Premises, it shall so notify Landlord at least thirty (30) days in advance, and shall provide Landlord with a copy of the proposed assignment or sublease and any additional information requested to allow Landlord to make informed judgments as to the proposed transferee. After receipt of notice and within 15 business days, Landlord may elect to: (i) Consent to the proposed assignment or sublease; and if the Rent and other consideration payable in respect thereof exceeds the Rent payable hereunder, Tenant shall pay to Landlord fifty percent (50%) of such excess within ten (10) days following receipt thereof by Tenant; or (ii) reasonably refuse to the transfer, assignment or sublease in writing.
14. **EMINENT DOMAIN.** If the Premises are taken or condemned in whole or in part for public purposes or are sold under threat of condemnation, Landlord may terminate this Lease. Landlord shall be entitled to receive the entire award of any condemnation or the proceeds of any sale in lieu thereof.
15. **ACCESS.** Landlord and its agents may, with at least 24 hour prior verbal or written notice to Tenant, except in emergencies or to provide Building services, enter the Premises to: inspect, supply janitorial or other services; show the Premises to prospective lenders, purchasers or tenants; alter, improve, or repair the Premises or the Building (including erecting scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided the business of Tenant shall be interfered

with as little as is reasonably practicable). Landlord shall at all times have a key to the Premises. Landlord may use any means which it deems proper to open any door in an emergency without liability therefor. Landlord reserves the right to prevent access to or close the Building as determined by Landlord for the protection of the Building, its tenants, and visitors.

16. CASUALTY.

a. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

b. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

c. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

d. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

e. Landlord shall not be required to rebuild, repair, or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by Tenant in the Premises. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance.

17. WAIVER OF SUBROGATION. Landlord and Tenant hereby waive every claim that arises or may arise in its favor against the other, and the other's Related Parties, for any injury to or death of any person or any loss of or damage to any of Tenant's property located within or upon or constituting a part of the Premises, to the extent such injury, death, loss or damage is or could be covered by any insurance policies, whether or not such loss or damage is recoverable thereunder. This waiver shall be in addition to, and not in limitation of, any other waiver or release contained in this Lease. Landlord and Tenant shall each cause their property insurance policies to be properly endorsed to reflect the insurer's waiver of its rights of subrogation. This waiver obligation shall survive the termination or expiration of the Lease.

18. HOLDING OVER. If Tenant fails to vacate at the end of the Term, then Tenant shall be a tenant at will and subject to all terms and conditions of the Lease, and, in addition to all



other damages and remedies to which Landlord may be entitled, Tenant shall pay, in addition to the other Rent, a daily Base Rent, payable in full in advance each month, 125% of the Base Rent payable during the last month of the Term.

19. **TAXES ON TENANT'S PROPERTY.** Tenant shall be liable for all taxes levied or assessed against personal property or fixtures placed by Tenant in the Premises. If any such taxes are assessed against Landlord or Landlord's property, Landlord may pay the same, and Tenant shall upon demand, reimburse Landlord therefor. Any claim arising against Tenant by Landlord under this provision shall be assessed interest at ten percent (10%) per year until satisfied.
20. **LANDLORDS LIEN.** In addition to any statutory Landlord's lien, Tenant grants to Landlord a security interest to secure payment of all Rent and performance of all of Tenant's other obligations hereunder, in all equipment, furniture, fixtures, improvements and other personal property located in or on the Premises, and all proceeds therefrom. Such property shall not be removed from the Premises without Landlord's written consent until all Rent due and all Tenant's other obligations have been performed. In addition to any other remedies, upon an Event of Default, Landlord may exercise the rights afforded a secured party under the Uniform Commercial Code Secured Transactions for the state in which the Building is located. Tenant grants to Landlord a power of attorney to execute and file financing statements and continuation statements necessary to perfect Landlord's security interest, which power is coupled with an interest and shall be irrevocable during the Term. Any property left in the Premises at the time of a default, or termination of the Lease for whatever reason, shall be deemed abandoned, and after thirty (30) days from default or termination, the Landlord and its representative may dispose of it by any means they deem appropriate without notice to Tenant.
21. **MECHANIC'S LIENS.** Tenant shall not permit any mechanic's or other liens to be filed against the Premises or the Building for any work performed, materials furnished or obligation incurred by or at the request of Tenant. Tenant shall, within ten (10) days following the imposition of any such lien, cause it to be released of record by payment or posting of a proper bond, failing which Landlord may cause it to be released, and Tenant shall immediately reimburse Landlord for all costs incurred in connection therewith. The Tenant's obligations under this section shall survive any termination of or default under the Lease.
22. **EVENTS OF DEFAULT.** Any of the following shall constitute an event of default ("Event of Default") hereunder:
 - (a) Any failure by Tenant to pay the Rent when due. Landlord shall not be required to provide Tenant with notice of failure to pay Rent.
 - (b) Any failure by Tenant to observe and perform any provision of this Lease, other than the payment of Rent, that continues for more than ten (10) days after Landlord provides written notice to Tenant; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Landlord has given Tenant notice under this Section on at least one occasion during the twelve (12) month interval preceding such failure by Tenant.
 - (c) Tenant or any guarantor of Tenant's obligations hereunder: (1) being unable to meet its obligations as they become due, or being declared insolvent according to any

law, (2) having its property assigned for the benefit of its creditors, (3) having a receiver or trustee appointed for itself or its property, (4) having its interest under this Lease levied on under legal process, (5) having any petition filed or other action taken to reorganize or modify its debts or obligations, or (6) having any petition filed or other action taken to reorganize or modify its capital structure if either Tenant or such guarantor is a corporation or other entity.

- (d) The abandonment of the Premises by Tenant while also in monetary default, provided that Tenant may temporarily or permanently close for business to the public and the same shall not be a Default hereunder so long as Tenant continues to pay Rent and continues to abide by all of the other terms, provisions and conditions of this Lease
- (e) **Landlord's Default.** Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for 15 days after Tenant delivers to Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 15-day period, but Landlord commences to cure such failure within such 15-day period and thereafter pursues the curing thereof with commercial best efforts, then Landlord shall not be in default under this Lease or liable for damages therefor, and Tenant shall not have any remedy or cause of action by reason of such breach. Notwithstanding anything in this Lease to the contrary, but subject to the limitations on damages set forth in this Lease, Tenant's remedies for any breach of this Lease by Landlord shall be limited to damages or equitable relief.

23. **REMEDIES.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions: (a) Terminate this Lease by written notice to Tenant, in which event Tenant shall have 15 days to surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter and take possession of the Premises or any part thereof by changing the door locks or by any other means necessary in Landlord's sole judgment without being liable for prosecution or any claim for damages. If this Lease is terminated hereunder, Tenant shall pay to Landlord: (1) all Rent accrued through the date of termination, (2) all amounts due under "Events of Default", and (3) an amount equal to: (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one-year Treasury bills as published on the nearest the date this lease is terminated by the Wall Street Journal, Southwest Edition, minus (B) the then present fair rental value of the Premises for such period, similarly discounted; provided, however, that in no event shall the result of the calculation in this subsection (3) result in an amount less than fifty percent (50%) of the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the interest rate on one-year Treasury bills as published on the nearest the date this lease is terminated by the Wall Street Journal, Southwest Edition. (b) Terminate Tenant's right to possession of the Premises without terminating this Lease by written notice to Tenant, in which event Tenant shall immediately surrender the Premises. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof by changing the door locks or by any other means necessary in Landlord's sole judgment without being liable for prosecution or any claim for damages. If Tenant's

right to possession of the Premises is so terminated, Tenant shall pay to Landlord: (1) all Rent to the date of termination of possession, (2) all amounts due from time to time under "Events of Default", and (3) all Rent required hereunder to be paid by Tenant during the remainder of the Term, minus any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord, in its sole discretion, may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to any excess obtained by reletting over the Rent due hereunder. Reentry by Landlord shall not affect Tenant's obligations for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section. If Landlord elects to proceed under this Section, it may at any time elect to terminate this Lease. (c) Change the door locks and deny Tenant access to the Premises until such Event of Default is cured. (d) Enter the Premises without being liable for prosecution or any claim for damages and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in so doing. Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. (e) Tenant expressly waives notice as to the disposal of any property in the Premises as of default, lockout or termination, which has not claimed or redeemed within thirty (30) days.

Upon Landlord Default, Tenant shall have the right to pursue any one or more of the following remedies:

Except as otherwise provided herein, Tenant shall be entitled to recover equitable damages and terminate this lease if (1) Landlord fails to pay any sum due and owing to Tenant within 10 days after written request from Tenant, or (2) Landlord remains in default on any other obligation of this Lease for 10 days after Tenant's written notice of non-performance. Landlord shall not be in Default if Landlord promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. If Landlord fails to perform any covenant, term or condition of this Lease that Landlord is obligated to perform and, as a consequence of such nonperformance, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of Landlord's equity in the property.

24. **PAYMENT BY TENANT.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees) in (a) obtaining possession of the Premises, (b) removing and storing Tenant's or any other occupants' property, (d) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, costs of tenant finish work, and all other costs incidental to such reletting), (e) performing Tenant's obligations which Tenant failed to perform, and (f) enforcing, or advising Landlord of its rights, remedies, and recourses arising out of the Event of Default. After any default in payment by Tenant (i.e. late payment, a returned check or reversed credit

card charge), the Landlord may require that Tenant make future payments by certified check, cashier's check, or money order, for so long as the Landlord may reasonably require.

25. **LANDLORD'S LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable from the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord's reservation of rights under this Lease, such as to enter upon or maintain the Premises, shall not be deemed to create any duty on the part of Landlord to exercise any such right. Landlord expressly advises Tenant that Landlord's intention is that Tenant shall have full responsibility for, and shall assume all risk to, persons and property while in, on or about the Premises.
26. **SURRENDER OF PREMISES.** No act of Landlord or its agents during the Term shall be deemed as acceptance of surrender of the Premises. No agreement to accept surrender of the Premises shall be valid unless the same is in writing and signed by the Landlord.
27. **ATTORNEYS FEES.** If either party employs an attorney to interpret, enforce or defend any of its rights or remedies hereunder, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs incurred in such dispute.
28. **FORCE MAJEURE.** Whenever a period of time is prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Landlord.
29. **GOVERNMENTAL REGULATIONS.** Tenant will comply with all laws, ordinances, orders, rules and regulations of all governmental agencies having jurisdiction over the Premises with reference to the use, construction, condition or occupancy of the Premises. Tenant agrees that any cabling installed by or for its use during its occupancy shall meet the requirements of all applicable national and local fire and safety codes.
30. **APPLICABLE LAW.** This Lease shall be governed by and construed pursuant to the laws of the state in which the Building is located.
31. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
32. **SEVERABILITY.** If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
33. **INTENTIONALLY DELETED.**
34. **NOTICES.** Any notice or document required to be delivered hereunder shall be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at their

respective addresses set forth above, or when sent by facsimile transmission to the respective numbers set forth above, or delivered to Tenant's place of business in the Building, and when sent or delivered by Landlord or his representative, including its Management company for the Building.

35. **DEFINED TERMS AND MARGINAL HEADINGS.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. Captions contained herein are for the convenience of reference only and in no way limit or enlarge the terms or conditions of this Lease.
36. **AUTHORITY.** If Tenant executes this Lease as a corporation or other entity, each of the persons executing this Lease on behalf of Tenant personally covenants and warrants that Tenant is duly authorized and validly existing, that Tenant is qualified to do business in the state in which the Building is located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event Tenant provides an email address to Landlord, Tenant agrees that Landlord, its representative and agents may contact Tenant via the address, and deliver marketing information and other announcements to such address(es).
37. **LIQUIDATED DAMAGES.** If the Premises are not ready for occupancy by the Commencement Date, unless delayed by Tenant for any reason, the Base Rent shall not commence until the Premises are ready for occupancy by Tenant. Such allowance for Base Rent shall be in full settlement for any claim which Tenant might otherwise have by reason of the Premises not being ready for occupancy.
38. **INTEGRATED AGREEMENT.** This Lease contains the entire agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. The Lease may be executed by the parties in multiple counterparts, which together shall have the full force and effect of a fully executed agreement between the parties. Electronic signatures by either party are valid, and Tenant agrees that the Lease and related documents and records may be created, kept and transmitted as electronic files only.
39. **LATE FEE.** If Rent is not received by Landlord on or before the fifth (5th) day of any month, Tenant shall pay immediately upon written notice from Landlord a late fee equal to ten percent (10%) of the cumulative amount of Rent due, including Base Rent and all other amounts payable by Tenant under this Lease, including any charges and previously assessed late fees. Failure by Tenant to make immediate payment of the delinquent Rent plus the late fee shall constitute an Event of Default. This provision, expressly, does not relieve the Tenant's obligation to pay Rent on the first of each month and is not a waiver by the Landlord to require payment on the first day of each month.
40. **INTEREST ON SUMS EXPENDED BY LANDLORD.** All sums paid and all expenses incurred by Landlord in performing Tenant's duties hereunder or curing Events of Default shall accrue interest at the rate of ten percent (10%) per annum from the date of payment



of such amount by Landlord. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

41. **INSURANCE.** Tenant will, to the extent allowed by law, Indemnify and hold harmless Landlord from and against any loss, theft, damage or liability relating to any Event of Default or any willful or negligent act on the part of Tenant, its agents, employees, or invitees, or persons permitted on the Premises by Tenant or by Landlord in accordance with Section 11. Tenant agrees to maintain, at Tenant's sole cost and expense, insurance policies covering Tenant's aforesaid indemnity with respect to Tenant's use and occupancy of the Premises, as well as coverage for theft and damage. Such policies shall be issued in the name of Tenant and Landlord as their interest may appear, or shall contain an "additional insured" endorsement in favor of Landlord, and with limits of liability of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) per occurrence for property damage. Duplicate originals of such policies and endorsements shall be delivered to Landlord within thirty (30) days from the execution date hereof. Tenant is permitted to utilize a policy of self-insurance in lieu of obtaining insurance as contemplated above. This indemnity and waiver obligation shall survive the termination or expiration of the Lease.
42. **RULES.** Tenant shall abide by attached Building Rules and Regulations, which may be reasonably changed or amended, at any time, by Landlord to promote a safe, orderly and professional Building environment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Attested by:


TENANT (signature)

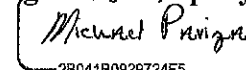
TENANT (print name)

Date: 04/04/2024

Attested by:

LANDLORD: 10100 NC Property, LLC

By: Boxer Property Management Corp.
A Texas Corporation
(Management Company for Landlord)



(signature)

3/21/2024

Date: _____

Building Rules and Regulations

Exhibit "A" Premises

Exhibit "B" Legal Description

Exhibit "R" Renewal Option

Exhibit "S" Right of First Refusal

Exhibit "Q" Leasehold Improvements

Exhibit "Q-1" Construction Drawings

Exhibit "Z" Commencement Date Memorandum

Information About Brokerage Services

BUILDING RULES AND REGULATIONS

1. No sign, picture, advertisement, name or notice shall be inscribed, displayed or affixed on or to any part of the inside of the Building or the Premises without the prior written consent of Landlord and Landlord shall have the right to remove any such item at the expense of Tenant. All approved signs or lettering on doors and the building directory shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Tenant shall not place anything in the Premises which is viewable from the common area or from outside the Building that is deemed unsightly by the Landlord; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not, without written consent of Landlord, cover or otherwise sunscreen any window.
2. Landlord shall approve in writing, which shall not be unreasonably withheld, conditioned or delayed, prior to installation, any attachment of any object affixed to walls, ceilings, or doors other than pictures, wall decorations, and similar items.
3. The directory of the Building will be provided exclusively for the display of the name and location of Tenant only, and Landlord reserves the right to exclude any other names therefrom.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any tenant shall go upon the roof of the Building. Tenant shall not prop open the entry doors to Building or Premises.
5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises or the Building by Tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, return to Landlord all keys to the Premises. If Tenant fails to return any such key, Tenant shall pay to Landlord the cost of changing the locks to the Premises if Landlord deems it necessary to change such locks.
6. The toilet rooms, urinals, wash bowls and other apparatus in the Premises or Building shall not be used for any purpose other than that of which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.
7. Tenant shall not overload the floor of the Premises, mark on, or drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of and as the Landlord may direct.

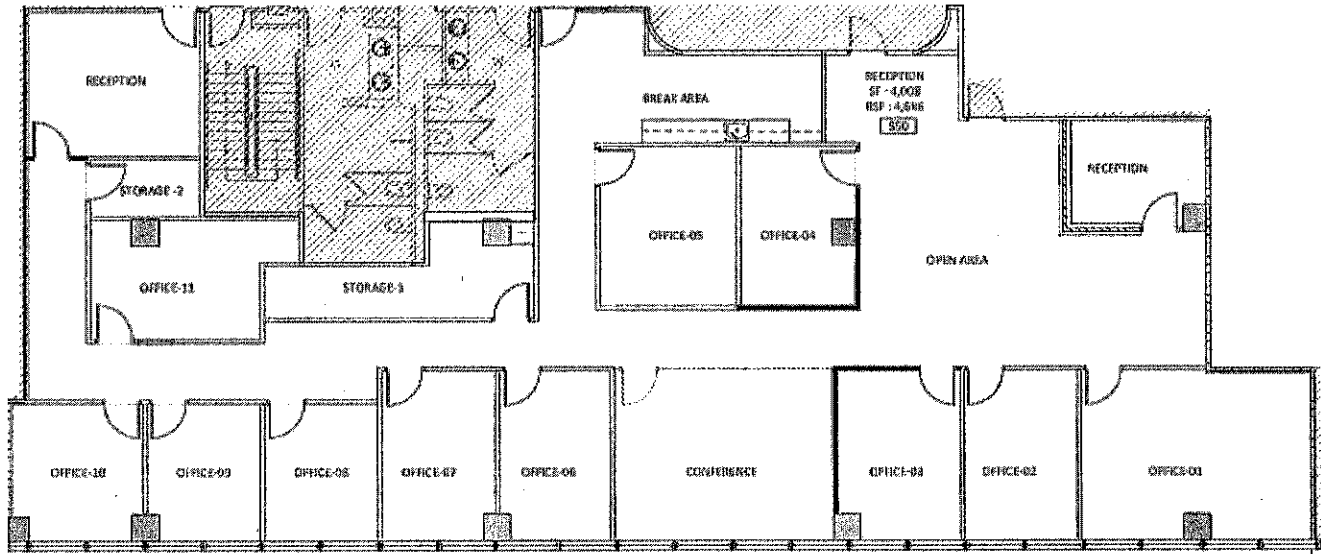
8. No furniture, freight or equipment of any kind shall be brought into the Building without the consent of Landlord and all moving of same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building and any damage caused by moving or maintaining such safe or other property shall be repaired at the expense of Tenant. There shall not be used in any space, or in the public halls, of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.
9. Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the consent of Landlord. Landlord shall be in no way responsible to Tenant for any loss of property from the Premises or other damage caused by Landlord's janitorial service or any other person. Janitorial service will not include the cleaning of carpets and rugs, other than vacuuming. If the Premises requires more than building standard janitorial service, such excess service shall be at Tenant's cost.
10. No Tenant shall place anything in the hallways of the Building. No trash shall be placed in the common area.
11. Tenant shall only be permitted use as general office space. No tenant shall occupy or permit any portion of the Premises to be occupied for lodging or sleeping or for any illegal purposes or permit any pet within the Premises or Building.
12. Tenant shall not use or keep in the Premises or the Building any combustible fluid or material, including the use of space heaters, and shall not permit any open flame, including candles, incense, etc.
13. Landlord will direct electricians as to where and how telephone wiring shall be located. No boring or cutting for wires will be allowed without the written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
14. No Tenant shall lay linoleum or other similar floor covering so that same shall be affixed to the floor of the Premises in any way except by a paste, or other material, which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the Premises, shall be subject to approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by the tenant by whom, or by whose agents, employees, or invitees, the damage shall have been caused.
15. Tenant shall provide and use chair pads and carpet protectors at all desk and furniture locations.
16. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Landlord.
17. On Saturdays, Sundays and legal holidays and on any other days between the hours of 6:00 p.m. and 6:30 a.m., Landlord reserves the right to keep all doors to the Building locked,

and access to the Building, or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is an employee of the Building or is properly identified as a tenant of the Building. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of natural disaster, hurricane, tornado, evacuation, invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or closure of the Building for the safety of the tenants and protection of property in the Building.

18. Access to the Building and parking may be controlled by the use of electronic card key or by other method deemed necessary by Landlord. Tenant will be provided an allocation of three (3.0) electronic card keys per 1,000 rentable square feet, at no charge for the initial lease term. Additional cards may be requested by Tenant for a one time nonrefundable deposit of \$35.00 each which shall be paid upon issuance of the cards. In the event that Tenant shall damage or lose the card key(s) or device(s), then Tenant's deposit for such card or device will be forfeited, and Tenant will be required to pay another equal deposit.
19. Smoking is prohibited in the Premises and common areas of the Building at all times.
20. In order to receive a refund of its security deposit, if any, Tenant agrees to provide a forwarding address to Landlord, in writing, on or before the termination date of the Lease. Tenant agrees that it waives any rights and remedies with regard to the security deposit if it fails to provide such forwarding address to Landlord, in writing, on or before the termination date of the Lease, including waiver of the right to receive a refund and to receive a description of damages and charges. Landlord shall have sixty (60) days from the date Tenant surrenders the Premises and Landlord's receipt of Tenant's forwarding address, to refund the security deposit and/or provide a written description of damages and charges.
21. Landlord reserves the right to charge Tenant, and require payment in advance, for services and/or expenses not required of Landlord under this Lease, or incurred in relation to the Lease. Such charges include, but are not limited to, processing "bounced" checks, changing locks, reviewing and signing lien waivers, lease assignments, sublet documents, providing after hours HVAC rates, etc. A list of charges can be obtained from the Landlord's representative. The charges are based on the cost to the Landlord or its management company to provide the service which is charged for, and are subject to change at anytime without notice.
22. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.
23. Tenant and Tenant's employees and invitees are prohibited from parking for more than 48 hours in the same parking space or otherwise storing vehicles at the property. Landlord may tow those vehicles which Landlord deems are in violation of these Parking rules at the Tenant's expense.

EXHIBIT "A"

The Premises



By initialing below, Tenant agrees that the terms and conditions of this Exhibit "A" are incorporated into and become part of the Lease as an addendum thereto.

Exhibit "B"

Legal Description

LEGAL DESCRIPTION

BEING A 1.035 ACRES TRACT OF LAND SITUATED IN THE DAVID BARROW SURVEY, ABSTRACT NO. 177, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING ALL OF LOT 4-A IN BLOCK A/5461 OF WEST 180.75 FEET OF LOT 14-A, BLOCK A/5461, GLEN LAKES ESTATES NO. 2, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF IN VOLUME 81195, PAGE 0738 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD AT THE INTERSECTION OF THE NORTH LINE OF LA SIERRA DRIVE (80 FEET R.O.W.) WITH EAST LINE OF U.S. HIGHWAY NO. 75 N. CENTRAL EXPRESSWAY (300 FEET R.O.W.);

THENCE, NORTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID N. CENTRAL EXPRESSWAY, A DISTANCE OF 238.40 FEET TO A 5/8 INCH IRON ROD FOUND AT THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF BLAIR ROAD (68 FEET R.O.W.);

THENCE, NORTH 89 DEGREES 33 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF BLAIR ROAD, A DISTANCE OF 180.75 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAME BEING THE COMMON NORTH CORNER OF SAID LOT 4-A AND REMAINING PORTION OF LOT 14-A, BLOCK A/5461 OF THE REPLAT OF PART OF GLEN LAKES ESTATES NO. 2, AN ADDITION TO THE CITY OF DALLAS, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 77083, PAGE 2775, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO EYECARE REAL PROPERTIES, L.C. BY DEED RECORDED IN VOLUME 81213, PAGE 0623, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE COMMON LINE OF LOT 4-A AND SAID REMAINING PORTION OF LOT 14-A AND ALONG THE WEST LINE OF SAID EYECARE REAL PROPERTIES TRACT, A DISTANCE OF 238.40 FEET TO A 1 INCH IRON ROD FOUND IN THE NORTH LINE OF LA SIERRA DRIVE, SAME BEING THE COMMON SOUTH CORNER OF LOT 4-A AND SAID REMAINING PORTION OF LOT 14-A;

THENCE, SOUTH 89 DEGREES 33 MINUTES 00 SECONDS WEST, A LONG THE NORTH LINE OF LA SIERRA DRIVE, A DISTANCE OF 180.75 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.035 ACRES (45,092 SQUARE FEET) OF LAND.

SCHEDULE "B" ITEMS

100. EASEMENT GRANTED BY COMPUCOM SYSTEMS, INC. TO TCI CABLEVISION OF DALLAS, INC., FILED 08/11/1993, RECORDED IN VOLUME 93114, PAGE 4140, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. BLANKET EASEMENT, NOT PLOTTABLE.

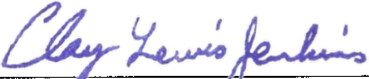
101. 10' X 10' CORNER CLIPS EASEMENTS, NO ACCESS TO CENTRAL EXPRESSWAY AND/OR BUILDING LINES, AS SHOWN ON PLAT RECORDED IN VOLUME 81195, PAGE 738, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, AS SHOWN HEREON.

By initialing below, Tenant agrees that the terms and conditions of this Exhibit "B" are incorporated into and become part of the Lease as an addendum thereto.

Exhibit "R"
Renewal Option

Provided Tenant does not have an uncured event of default during the Term of the Lease, Tenant shall be granted two (2) five (5) year option to renew this Lease. Said renewal option rental rate shall be at prevailing market rates per rentable square foot for equivalent space in same building and comparable buildings in the area as being offered in the market at that time. Should Tenant choose to exercise this option it shall provide Landlord with written notice of its intent to do so at least 180 days prior to the expiration of the then current Lease Term. This option shall become null and void if written notice is not timely provided to Landlord by Tenant.

Attested by:


TENANT (signature)

Clay Lewis Jenkins
TENANT (print name and title)

04/04/2024
Date

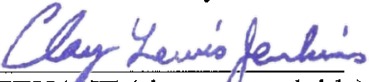
EXHIBIT "S"**Right of First Refusal**

An **EXISTING** tenant already has a "right-of-first-refusal" on adjacent/all space: Check YES or NO

Providing Tenant has not been in default during the Term of the Lease, Tenant shall have a one- time, five (5) day Right of First Refusal (the "**ROFR**") on space directly adjacent to the Premises, "adjacent" is further defined as space only on the same floor as Tenant and sharing a common wall with the Premises. Said five (5) day period shall begin to run immediately upon delivery of Landlord's written notice to Tenant, which notice the Tenant consents to receive via any of the following methods: U.S. Mail, Facsimile, Email delivery to the Tenant, or hand delivery to the Premises (whether Tenant is in the Premises at the time) or other recognized delivery service such as Fed Ex, and for any of the foregoing methods, delivery shall be effective when sent without regard to actual receipt of the notice.

In the event Tenant is offered space and exercises this ROFR, Tenant shall notice Landlord of its intent to exercise the right in writing within the five (5) day period and Tenant shall then have five (5) days in which to execute all required documents pertaining to the additional space. If Tenant is offered this ROFR, and chooses not to exercise this ROFR, the ROFR shall expire and be of no further force or effect, and Landlord shall not be required to give any further or future notices. If terms have not been agreed upon and the documents not fully executed by Tenant within said five (5) days from the date of notice, this ROFR shall expire without the ability to be revived for any reason whatsoever. This right is further subject to the following:

1. In the event there is an existing tenant in the adjacent space to the Premises, this "right-of-first-refusal" shall not be valid if the adjacent tenant renews its lease.
2. In the event the adjacent space to the Premises, as defined above, has an existing "right-of-first-refusal", such right is superior to this "right-of-first-refusal", and this "right-of-first-refusal" shall be subject to the pre-existing rights of the existing tenant(s).
3. Once this "right-of-first-refusal" is relinquished by Tenant; this right will expire without the ability to be revived for any reason whatsoever. Tenant shall have only one chance which is limited in time to exercise this option.
4. In the event Landlord, in its sole discretion, chooses to build out any space that is subject to this "right-of-first-refusal" on a speculative basis, Landlord's right to build out speculative space is superior to this right of first refusal, and Landlord shall provide 30 days prior written notice to Tenant and this right-of-first-refusal shall automatically become null and void.


TENANT (signature and title)

Clay Lewis Jenkins
TENANT (print name)

04/04/2024
Date

Exhibit "Q"
LEASEHOLD IMPROVEMENTS

1. Work by Landlord. Landlord shall cause to be constructed and/or installed in the Premises the permanent leasehold improvements and tenant finish desired by Tenant and approved by Landlord (the "**Leasehold Improvements**"). Landlord shall construct space according to plans as shown in Exhibit "Q-1" (the "Construction Plans").
2. Planning and Construction. Landlord and Tenant shall cooperate in good faith in the planning and construction of the Leasehold Improvements, and Tenant shall respond promptly to any request from Landlord or Landlord's architect, representative or contractor for Tenant's approval of any particular aspect thereof, it being agreed and understood that it is the intent and desire of the parties that the Premises be ready for Tenant's occupancy on or before the Commencement Date. In the event Tenant fails to respond promptly to any request by Landlord or Landlord's architect, representative and/or contractor in connection with the design and/or construction of the Leasehold Improvements, Landlord, upon twenty (20) days' prior written notice to Tenant, shall have the right to terminate this Lease Agreement.
3. Quality of Work. Landlord shall supervise the construction of the Leasehold Improvements and shall use good faith efforts to cause same to be constructed and installed in a good and workmanlike manner in accordance with industry practice.
4. Completion of Construction. The "**Leasehold Improvements Completion Date**" shall mean the date upon which the Leasehold Improvements are substantially complete. The phrase "**substantially complete**" shall mean that all construction debris has been removed from the Premises and the Premises are clean, the Premises may reasonably be used and occupied for the purposes intended by the Tenant and the progress of the construction of the Leasehold Improvements to date is such that final completion of the Leasehold Improvements can occur within a reasonable period of time and without undue interference to the Tenant's use of the Premises. If the Premises are not ready for occupancy by the Commencement Date for any reason, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof, provided, however, the rent commencement shall not begin until the Leasehold Improvements are substantially complete.
5. Tenant Delay. As used herein, "**Tenant Delay**" shall mean the sum of (i) the number of days of delay in responding to Landlord's request for approval of any documentation in connection with the Leasehold Improvements, (ii) the number of days of delay in preparing any of such documentation caused by changes requested by Tenant to any aspect of the Leasehold Improvements which were reflected in the documentation theretofore approved by Tenant, and (iii) the positive difference, if any, between the increase and decrease in the number of days required to complete the Leasehold Improvements caused by changes required by Tenant to the working drawings after Tenant's approval thereof.
6. Disclaimer of Warranty. **TENANT ACKNOWLEDGES THAT THE CONSTRUCTION AND INSTALLATION OF THE LEASHOLD IMPROVEMENTS WILL BE PERFORMED BY AN UNAFFILIATED CONTRACTOR OR CONTRACTORS AND THAT ACCORDINGLY LANDLORD HAS MADE AND WILL MAKE NO WARRANTIES TO TENANT WITH RESPECT TO THE QUALITY OF CONSTRUCTION THEREOF OR AS TO THE CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. TENANT'S OBLIGATION TO PAY BASE AND ADDITIONAL RENTAL HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE BUILDING OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND TENANT SHALL CONTINUE TO PAY THE BASE AND ADDITIONAL RENTAL WITHOUT ABATEMENT, OFFERS OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.** However, Landlord agrees that in the event that any defect in the construction of the Leasehold Improvements is discovered, Landlord will diligently pursue and seek to enforce any warranties of the contractor(s) and/or the manufacturer of any defective materials incorporated therein.
7. Cost of Leasehold Improvements. Landlord shall pay all costs and expenses of the Leasehold Improvements (including labor, materials, architectural and engineering costs).


TENANT (signature)

Clay Lewis Jenkins
TENANT (print name)

Date 04/04/2024

Exhibit "Q-1"
Construction Drawings

(Construction Drawings to be Inserted)

EXHIBIT "Z"**Commencement Date Memorandum**

Reference is made to that certain Office Lease ("Lease") dated _____, between **Dallas County, TX** ("Tenant"), and **10100 NC Property, LLC** ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord that certain space defined as the "Premises".

Landlord and Tenant hereby acknowledge as follows:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____, 20__;
 (a) "Substantial Completion" or "Substantially Complete" shall mean the occurrence, with respect to the Premises, when (i) all Tenant Improvements have been completed in accordance with the Tenant's Plans and to the extent that Tenant would have access to the Premises and would be able to conduct its business in a reasonable manner, (ii) Landlord has obtained final inspection approval from all appropriate regulatory authorities (if required) for the Premises and (iii) if work remains to be completed, only minor "punch list" items remain to be completed.
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The initial term of the Lease shall commence on _____ ("Commencement Date") and will expire on _____ ("Expiration Date"); and
- 4) The Premises contains approximately 4,686 rentable square feet of space;

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed this ____ day of _____, 20__.

Attested by:

Attested by:

TENANT: _____

LANDLORD: **10100 NC Property, LLC**

BY: Boxer Property Management Corp.
 A Texas Corporation
 Management Company for Landlord

 Date

 (signature)

 Date

By initialing below, Tenant agrees that the terms and conditions of this Exhibit "Z" are incorporated into and become part of the Lease as an addendum thereto.



ACCEPTANCE OF PREMISES

BUILDING NAME: 10100 North Central Expressway

ADDRESS: 10100 North Central Expressway Dallas, TX. 75231 (Address)

As the tenant of suite # 550, I hereby certify that I have accepted the premises, and all tenant improvements as set forth in the Lease agreement have been completed in a manner satisfactory and acceptable to me.

TENANT (signature and title)

TENANT (print name)

Date



Approved by the Texas Real Estate Commission for Voluntary Use
*Texas law requires all real estate licensees to give the following information about
 brokerage services to prospective buyers, tenants, sellers and landlords.*

Information about Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of sub agency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

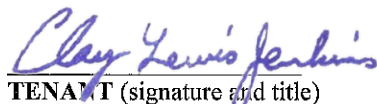
The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction: (1) shall treat all parties honestly; (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property. With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party. If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

TENANT REPRESENTATION

Tenant certifies that John Bailey – john@allanbaileyjohnson.com and Kevin Humphries - kevin@allanbaileyjohnson.com (broker) represents Tenant in the negotiation and/or site selection of commercial space for lease. Check if none.


 TENANT (signature and title)

Clay Lewis Jenkins
 TENANT (print name)

04/04/2024
 Date



NEW TENANT SIGN INFORMATION

BUILDING NAME and ADDRESS: 10100 North Central Expressway - 10100 North Central Expressway Dallas, TX, 75231

(Address)

Please fill out the space below in the manner you would like the door sign to read.

DOOR SIGN:

SUITE #: 550

Dallas County, TX

LOBBY DIRECTORY:

SUITE #: 550

Dallas County, TX

Tenants Signature and Authorization

Date

Do not write below the line – to be filled out by management

Please return collateral to the following address:

Attn: _____

Authorized Signature & Printed Name

JANITORIAL AUTHORIZATION

BUILDING NAME and ADDRESS: 10100 North Central Expressway - 10100 North Central Expressway Dallas, TX, 75231

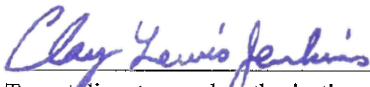
COMPANY NAME and SUITE: Dallas County, TX, Suite # 550

ALARM COMPANY and CODE (if applicable):

Clean the entire suite - no special instructions.

Janitorial Exceptions:

Janitorial Special Instructions:



Tenant Signature and Authorization

04/04/2024

Date

TENANT CONTACT INFORMATION AND AUTHORIZED SIGNATURES

Building Name: 10100 North Central Expressway
Tenant Name: Dallas County, TX
Address: 10100 North Central Expressway Dallas, TX. 75231 Suite #: 550
Phone No: 2146536437 Fax No:
E-mail Address: dcijudge@dallascounty.org

Please list below persons to be contacted in case of an emergency. Emergency numbers will remain confidential and are used only in the event of an emergency involving the Premises.

1. Name:	Residence Phone:
	Mobile Phone:
2. Name:	Residence Phone:
	Mobile Phone:
3. Name:	Residence Phone:
	Mobile Phone:

CORPORATE OFFICE:

Contact:
Address:
City, State, Zip:
Phone:
Fax:
Email:

ACCOUNTING:

Contact:
Address:
City, State, Zip:
Phone:
Fax:
Email:

PERSON(S) AUTHORIZED TO APPROVE BILLABLE SERVICES (locks, keys and other billable services):

Name:	Phone:
Name:	Phone:
Name:	Phone:

Building management is often asked to grant access to the Premises by one of your employees when they have locked themselves out of their office or when they have left their keys at home, etc. Please list the names of those who management is allowed to let into the Premises upon presenting proper identification. If you choose not to list anyone then building management will not be allowed to open the door to the Premises unless it is for the owners of the business who are personally known by building management.

Name:	ID #/State:
Name:	ID #/State:
Name:	ID #/State:
Name:	ID #/State:

MARKETING RELEASE:

In the event Tenant permits photo(s) to be taken of Tenant by Landlord or its representative, Tenant grants Landlord and its management company a non-exclusive, transferable, royalty free, worldwide license to the use thereof.

Authorized Signature and Printed Name:

Date

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “First Amendment”) is executed and entered into as of _____, 2025 (the “Effective Date”) by **MULIX INVESTMENTS, LLC**, 1113 East Jefferson Dallas, TX 75203 (the “Landlord”), and DALLAS COUNTY, TEXAS, 500 Elm Street, 7th Floor, Dallas, Texas 75202 (the “County” or “Tenant”).

RECITALS

A. Landlord and County are the current “Landlord” and “County” under that certain Lease Agreement dated as of November 1, 2015, by and between Mulix Investments, LLC, as Landlord, and County (the “Original Lease”), pursuant to Dallas County Commissioners Court Order 2015-1483, under which Tenant leased from Landlord approximately 20,000 square feet of a one-story office building containing approximately 20,000 square feet building located at 8425 Forney Road, Dallas, Dallas County, Texas and more particularly described in the Original Lease (the “Premises”).

B. The original Term of the Lease is scheduled to expire on December 31, 2025; and

C. Landlord and County have agreed to extend the Term of the Original Lease on certain terms as set forth below.

Accordingly, for good and valuable consideration which the parties acknowledge receiving, Landlord and County agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are confirmed to be true and correct and are incorporated into this First Amendment. References to the “Lease” mean the Original Lease as amended hereby.

2. **Application of Lease Terms.** Capitalized terms used in this First Amendment and not defined herein shall have the meanings ascribed to them in the Original Lease.

3. **Term.** The Term of the Lease is hereby extended for approximately ten (10) years, beginning on January 1, 2026, and, unless earlier terminated as provided in the Lease, expiring at 11:59 p.m. on December 31, 2036 (the “Extended Term”). All references in the Lease and later references in this First Amendment to the “Term” shall mean the Term of the Lease as extended hereby.

4. **Rent.**

(a) Rent. During the Extended Term, County shall pay monthly rent in accordance with Section II of the Original Lease and as follows:

Twenty-Eight thousand and 0/100 dollars (\$28,000.00) for each month of the term of the First Lease Extension.

(b) Additional Rent and Charges. During the Extended Term, County shall continue to pay

County's proportionate share of taxes and insurance (the "Additional Rent") and shall continue to not be required to pay any building maintenance and repair costs.

5. Intentionally deleted.

6. **Other Charges.** During the Extended Term, in addition to the amounts expressly set forth above, County shall continue to pay all utilities charges for the Premises directly to the respective utility providers as set forth in the Original Lease.

7. **Taxes.** Landlord and County hereby acknowledge and agree that Tenant's proportionate share of taxes shall include any expense reasonably incurred by Landlord for tax consultants or professionals employed to assist in contesting the amount or validity of any taxes or assessments. County shall pay County's proportionate share of property taxes (if any) for the Premises directly to the appropriate taxing authorities on or before January 31 of each year. Tenant agrees to ensure timely payment of property taxes and will be responsible for any late fees, penalties, or interest resulting from untimely payments.

8. **Assignment and Subletting.** Landlord and County hereby acknowledge and agree that County shall not assign, pledge or encumber this Lease, or sublet the whole or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, County shall be permitted to assign or sublet the Premises without Landlord's consent to the following entities: (i) to any entity owned or controlled by County or its parent; or (ii) to an entity that acquires substantially all of County's assets or stock (each a "Permitted Transferee"). This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. For purposes of this Section, a transfer of the ownership interests controlling County shall be deemed an assignment of this Lease unless such ownership interests are publicly traded. In the any assignment or subletting of this Lease is made with or without Landlord's consent, County shall nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. County shall promptly remit to Landlord 50% of all sums which County receives as the result of any such subletting or assignment in excess of the fixed rental payments to Landlord required hereunder, whether or not such subletting or assignment is consented to by Landlord. Any assignment or subletting without the prior written consent of Landlord shall be void and constitute a breach of the Lease and shall, at the option of the Landlord, terminate the Lease. No consent to any assignment, voluntarily or by operation of law, of this Lease or any subletting of said Premises shall be deemed to be a consent to any subsequent assignment or subletting.

9. **Renewal Options.** County shall have two (2) options to extend the Term of the Lease (each a "Renewal Option") for an additional five (5) years (hereinafter referred to as the "Renewal Terms" and each a "Renewal Term"). County shall exercise the Renewal Option by giving written notice of such exercise to Landlord no less than nine (9) months prior to the expiration date of the Extended Term or the applicable Renewal Term (the "Renewal Notice"). If County fails to deliver the Renewal Notice within such specified time, the Renewal Option shall be deemed waived and of no further force and effect and this Lease shall terminate upon the expiration of the then current Term. All of the terms and conditions of the Lease shall remain in full force and effect during each Renewal Term, except that Landlord shall not be required to perform any Landlord's work and the

monthly rent for such Renewal Term shall be calculated at the Fair Market Rent (as defined below), provided that the Fair Market Rent shall not be less than the monthly rent in effect at the time of the expiration of the Extended Term or the applicable Renewal Term.

As used herein, the term “Fair Market Rate” means the amount per rentable square foot of the Premises that a willing, comparable tenant would pay and a willing, comparable landlord would accept in an arm’s length transaction, for delivery on or about the expiration of the Extended Term or the applicable Renewal Term, for comparable new and renewal space in the building, taking into account the location of the building and other terms and provisions of the Lease with respect to the lease of the Premises during the applicable Renewal Term. Landlord shall have no obligation to determine the Fair Market Rate and other terms and conditions of the applicable Renewal Term, or to notify County thereof, any earlier than sixty (60) days prior to the expiration of the Extended Term or the applicable Renewal Term. If County does not accept Landlord’s determination of the Fair Market Rate of the Renewal Term within ten (10) business days after County’s receipt or Landlord’s written determination of the Fair Market Rate, then County may retract the Renewal Notice, whereupon County’s right to exercise the Renewal Option hereunder shall automatically terminate and be null and void and of no further force or effect, and the Lease shall automatically expire on the expiration of the Extended Term or the applicable Renewal Term.

10. **Surrender of Premises.** Section XIV of the Original Lease is hereby deleted in its entirety and replaced with the following: “Upon the expiration or earlier termination of this Lease, County shall surrender the Premises to Landlord, with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition (i.e., with floors clean and all furniture, equipment, records and other personal property of County removed from the Premises), and otherwise in good condition and repair, except for ordinary wear and tear. Landlord and County acknowledge and agree that the County will not be required to restore the Premises to its original condition, except that at least one (1) month prior to the expiration of the Extended Term, County shall provide Landlord of written notice of the improvements and fixtures which County has elected to remove from the Premises, and following the removal of such items, County shall promptly repair any damage caused by such removal and shall restore the Premises to the condition existing prior to the installation of such improvements or fixtures.”

11. **Other Provisions Apply.** Except as expressly set forth in this First Amendment, the Lease has not been modified or amended.

12. **Acceptance of Premises.** County currently occupies all of the Premises. County hereby acknowledges and agrees that the Premises are satisfactory to County in all respects and County hereby accepts the Premises in its present "AS IS, WHERE IS" and "WITH ALL FAULTS" condition and County further agrees that, during the Extended Term, Landlord has no obligation to install or construct any leasehold improvements, make any alterations, renovations or modifications to the Premises, and no obligation to pay, disburse or advance to County any construction allowance, tenant-finish reimbursement or other amount in respect of any improvements, alterations or additions constructed, or to be constructed, by or on behalf of County in the Premises Landlord shall use all reasonable efforts not to disturb County’s operations during normal business hours. Use of the terms “as is, where is” and “with all faults” is not intended to alter the parties’ maintenance and repair obligations under the Lease.

13. **Landlord's Address.** The addresses for notice and payment of Rent for Landlord contained in the Lease are hereby deleted in their entireties and the following addresses for Landlord are hereby inserted in the Lease in lieu thereof:

Mulix Investments, LLC
1113 East Jefferson Blvd, Suite 214
Dallas, Texas 75203
Attention: Raul Estrada

All payments of Rent shall be delivered to Landlord at:

Mulix Investments, LLC
1113 East Jefferson Blvd, Suite 214
Dallas, Texas 75203

or wired to Landlord at:

Wire Transfer:
Bank Name: Chase Bank
Bank Address: 1201 Main St Dallas, TX 75202
ABA/Routing Number: 111000614
Account Name: MULIX INVESTMENTS LLC
Account Number: 676996593

Landlord may change its address for notice or payment of Rent by prior written notice to Tenant.

14. **Brokers.** Landlord and County each respectively warrant and represent that it has had no dealings with any broker or agent in connection with the negotiation or execution of this First Amendment.

15. **Representations.** As of the Effective Date, County hereby represents and warrants to Landlord the following, all of which shall survive the expiration or termination of the Lease: (i) County is the sole legal and equitable owner of the leasehold estate of the "Tenant" under the Lease and is the only occupant of the Premises; (ii) County has not previously assigned or transferred any interest in the Lease (other than as security for any indebtedness) or sublet the Premises or any portion thereof, and (iii) County has full power and authority to execute and deliver this First Amendment.

16. **Ratification.** As amended hereby, the Lease is hereby ratified and confirmed by County as being in full force and effect. County agrees that, as amended hereby, the Lease is the binding and enforceable obligation of County. To the extent of any conflict or inconsistency between this First Amendment and the Lease, the terms of this First Amendment shall govern and control to the extent of such conflict or inconsistency. Nothing in this First Amendment shall be deemed a waiver or release of any unperformed obligations of County under the Lease, including, without limitation, any delinquent rentals payable by County.

17. **Release.** As a material inducement to Landlord's agreement to enter into this First Amendment, County expressly acknowledges that to the actual knowledge of the person signing below on behalf of County, as of the Effective Date, Landlord is in full compliance with all terms and conditions of the Lease.

18. **Counterparts; Electronic Signature.** This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument, but, in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart. Executed counterparts of this First Amendment may be exchanged by facsimile, electronic mail, or other electronic means, which executed counterparts shall serve as originals for all purposes. Without limiting the forgoing, Landlord and County hereby consent to signing this First Amendment and any other amendments to the Lease or Lease-related documents (including but not limited to any estoppels, lease guaranties, or letter agreements) by "electronic signature," which shall include electronically scanned signatures, electronically created signatures and electronically transmitted versions (including without limitation via .pdf or DocuSign), all of which shall be effective as original signatures.

19. **Entire Agreement.** This First Amendment, including any exhibits attached hereto and any agreements referenced herein or therein, is deemed fully integrated and contains the entire agreement of the parties hereto with respect to the matters covered thereby.

[Signature pages follow.]

Landlord and County have executed and delivered this First Amendment to Lease on the last date of execution below, to be effective as of the Effective Date set forth above.

LANDLORD:

Mulix Investments, LLC,
a Texas limited liability company

By: 

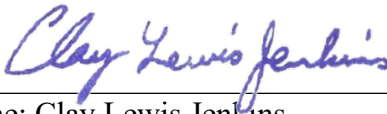
Raul Estrada
Manager

Date: 3/24/25


(signatures continued on following page)

*County's Signature Page to
First Amendment to Lease*

DALLAS COUNTY, TEXAS:


By: 
Name: Clay Lewis Jenkins
Title: County Judge
Date:

Recommended:


Jonathon Bazan
Assistant County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

By: 
Chong Choe
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

SECOND AMENDMENT OF LEASE AGREEMENT

This Second Amendment of Lease Agreement ("Second Amendment") is made as of the ____ day of March 2023 between **Zamyed Enterprises Inc., a Texas Corporation ("Landlord")**; and the **County of Dallas ("Tenant")**, a political subdivision of the State of Texas.

Recitals:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 1, 2013 ("Original Lease"), as amended by that certain Amendment to the Lease Agreement dated June 1, 2018 ("Amendment") (collectively, the Original Lease, Amendment, and this Second Amendment are hereinafter referred to as the "Lease") for the Premises now known as 3939 E. Highway 80, Mesquite, TX 75150.

WHEREAS, Landlord and Tenant have desired to amend the Lease all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:


1. **TERM:** The Term shall be extended from 06/01/2023 to 05/31/2026. Tenant can terminate this Lease at any time following the end of the 24th month of the lease term, which starts on 06/01/2025 with at least one hundred twenty (120) days advanced notice to Landlord.
2. **Premises:** 3939 E. Highway 80, Suite 101, Mesquite, TX 75150 with approximately 3,900 Square Feet.
3. **RENT:** The below rent schedule includes all Operating Expenses/CAM costs and the gross rental rate shall be adjusted to:

Term	Monthly Rent	Annual Rent
6/1/2023- 5/31/2024	\$5,655.00	\$67,860.00
6/1/2024- 5/31/2025	\$5,736.25	\$68,835.00
6/1/2025- 5/31/2026	\$5,817.50	\$69,810.00

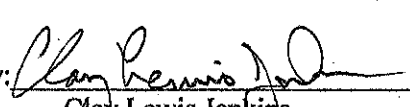
4. The Lease, as hereby amended, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Lease and this Second Amendment, the terms of this Second Amendment shall control. This Second Amendment and the Lease shall be binding upon and inure to the benefit of the Landlord, the Tenant and their respective successors and permitted assigns. All capitalized terms used herein shall have the meaning ascribed to them in the Lease, except as modified herein.

IN WITNESS HEREOF, the parties have executed this Second Amendment as of (but not necessarily on) the date and year first written above.

Landlord:
ZAMYAD ENTERPRISES, INC.

By: 
MJ Najimi
Its: President/Representative
Date: 03-23-2023

Tenant:
COUNTY OF DALLAS

By: 
Clay Lewis Jenkins
Its: Dallas County Judge
Date:

SECOND AMENDMENT TO INDUSTRIAL LEASE

THIS SECOND AMENDMENT TO INDUSTRIAL LEASE (this "Second Amendment") is made and entered into as of August __, 2022 (the "Effective Date"), by and between PINNACLE A, LLC, a Delaware limited liability company ("Landlord"), and DALLAS COUNTY, a political subdivision of the State of Texas ("Tenant").

RECITALS:

A. Pursuant to that certain Industrial Lease with a "Lease Date" of January 27, 2016 (the "Original Lease") by and between Landlord and Tenant, as amended by that certain First Amendment to Industrial Lease with an "Effective Date" of June 2021, by and between Landlord and Tenant (the Original Lease, as so amended, is referred to herein as the "Lease"), Landlord currently leases to Tenant certain "Premises" (as more particularly described in the Lease) commonly known as "Suite B", comprised of approximately 58,942 square feet, located within the "Building" at 3631 West Davis Street, Dallas, Texas 75211. All initial capitalized terms used herein but not herein defined and defined in the Lease shall have the respective meanings ascribed to such terms under the Lease.

B. Landlord and Tenant now desire to enter into this Second Amendment to amend the Lease to provide, among other things, for the extension of the Term of the Lease, upon the terms and conditions more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Notwithstanding anything to the contrary contained in this Lease:

(a) The Term of the Lease is hereby extended to expire at the end of the day of September 30, 2025. Tenant shall have no further right or option to extend or renew the Term of the Lease beyond September 30, 2025. The terms and conditions of the Lease shall continue in effect during the extension of the Term pursuant hereto, subject to the express provisions of this Second Amendment.

(b) The Base Rent payable during the period from October 1, 2022 through and including September 30, 2023 shall be \$28,243.04 per month. The Base Rent payable during the period from October 1, 2023 through and including September 30, 2024 shall be \$29,090.33 per month. The Base Rent payable during the period from October 1, 2024 through and including September 30, 2025 shall be \$29,963.04 per month.

(c) During the extension of the Term of the Lease pursuant hereto, Tenant shall continue to pay Additional Rent (including, without limitation, Tenant's Percentage Share of Operating Expenses) in accordance with the Lease.

(d) Subject to each party's respective ongoing repair and maintenance obligations as set forth in the Lease, the continued lease of the Premises during the extension of the Term pursuant hereto shall be on an "as is" basis, and Landlord shall have no obligation to improve or alter the Premises for Tenant's benefit or provide an allowance to Tenant for improvement or alteration of the Premises.

2. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Second Amendment and/or the consummation of the transaction contemplated hereby, other than NAI Robert Lynn, representing Landlord, and CBRE/OMS Strategic Advisors, representing Tenant (whose commissions in connection with this Second Amendment shall be paid by Landlord pursuant to a separate agreement), and that no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Landlord and Tenant, to the extent permissible by law, do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any other such broker, finder or other similar party by reason of

2. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Second Amendment and/or the consummation of the transaction contemplated hereby, other than NAI Robert Lynn, representing Landlord, and CBRE/OMS Strategic Advisors, representing Tenant (whose commissions in connection with this Second Amendment shall be paid by Landlord pursuant to a separate agreement), and that no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Landlord and Tenant, to the extent permissible by law, do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any other such broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses and attorneys' fees reasonably incurred with respect thereto.

3. Except as specifically herein amended, the Lease shall continue in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall prevail.

4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the date first written above.

LANDLORD:

PINNACLE A, LLC,
a Delaware limited liability company

By: NALI PORTFOLIO, LLC, a Delaware
limited liability company, its sole member

By: John Bonino
John Bonino, Vice President

TENANT:

DALLAS COUNTY,
a political subdivision of the State of Texas

By: Clay Jenkins
Clay Jenkins, County Judge

APPROVED AS TO FORM*:

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

By: Chong Choe
Chong Choe
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “First Amendment”) is executed and entered into as of December 14, 2023 (the “Effective Date”) by and between SVEA DB Holdings II LLC, a Delaware limited liability company (the “Landlord”), and DALLAS COUNTY, TEXAS (the “County”).

RECITALS

A. Landlord and County are the current “Landlord” and “County” under that certain Lease Agreement dated as of October 1, 2013, by and between Mulix Investments, LLC, as predecessor in interest to Landlord, and County (the “Original Lease”), pursuant to which County leases approximately 14,282 square feet (the “Premises”) in the building referred to in the Original Lease as 3400 W. Illinois Ave, Dallas, Dallas County, Texas 75211 and currently referred to as 2726 Coombs Creek Drive, Dallas, Dallas County, Texas 75211.

B. The Term of the Lease is scheduled to expire on December 31, 2023; and

C. Landlord and County have agreed to extend the Term of the Original Lease on certain terms as set forth below.

Accordingly, for good and valuable consideration which the parties acknowledge receiving, Landlord and County agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are confirmed to be true and correct and are incorporated into this First Amendment. References to the “Lease” mean the Original Lease as amended hereby.

2. **Application of Lease Terms.** Capitalized terms used in this First Amendment and not defined herein shall have the meanings ascribed to them in the Original Lease.

3. **Term.** The Term of the Lease is hereby extended for approximately ten (10) years, beginning on January 1, 2024 and, unless earlier terminated as provided in the Lease, expiring at 11:59 p.m. on December 31, 2033 (the “Extended Term”). All references in the Lease and later references in this First Amendment to the “Term” shall mean the Term of the Lease as extended hereby.

4. **Rent.**

(a) **Rent.** During the Extended Term, County shall pay monthly rent in accordance with Section 2 of the Original Lease and as follows:

Time Period	Rent Per Square Foot	Annual Rent	Monthly Rent
1/1/2024 – 12/31/2024	\$13.00	\$185,666.00	\$15,472.17
1/1/2025 – 12/31/2025	\$15.25	\$217,800.50	\$18,150.04

1/1/2026 – 12/31/2026	\$15.52	\$221,720.91	\$18,476.74
1/1/2027 – 12/31/2027	\$15.80	\$225,711.89	\$18,809.32
1/1/2028 – 12/31/2028	\$16.09	\$229,774.70	\$19,147.89
1/1/2029 – 12/31/2029	\$16.38	\$233,910.64	\$19,492.55
1/1/2030 – 12/31/2030	\$16.67	\$238,121.04	\$19,843.42
1/1/2031 – 12/31/2031	\$16.97	\$242,407.21	\$20,200.60
1/1/2032 – 12/31/2032	\$17.28	\$246,770.54	\$20,564.21
1/1/2033 – 12/31/2033	\$17.59	\$251,212.41	\$20,934.37

(b) **Additional Rent and Charges.** During the Extended Term, County shall continue to pay County’s proportionate share of taxes and insurance (the “Additional Rent”) and shall continue to not be required to pay any building maintenance and repair costs.

5. **Security Deposit.** Section 2.3 of the Original Lease is hereby deleted in its entirety. Landlord and Tenant hereby acknowledge and agree that no security deposit is being held by Landlord.

6. **Other Charges.** During the Extended Term, in addition to the amounts expressly set forth above, County shall continue to pay all utilities charges for the Premises directly to the respective utility providers as set forth in the Original Lease.

7. **Taxes.** Landlord and County hereby acknowledge and agree that Tenant’s proportionate share of taxes shall include any expense reasonably incurred by Landlord for tax consultants or professionals employed to assist in contesting the amount or validity of any taxes or assessments.

8. **Intentionally Omitted.**

9. **Assignment and Subletting.** Landlord and County hereby acknowledge and agree that County shall not assign, pledge or encumber this Lease, or sublet the whole or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, County shall be permitted to assign or sublet the Premises without Landlord’s consent to the following entities: (i) to any entity owned or controlled by County or its parent; or (ii) to an entity that acquires substantially all of County’s assets or stock (each a “Permitted Transferee”). This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. For purposes of this Section, a transfer of the ownership interests controlling County shall be deemed an assignment of this Lease unless such ownership interests are publicly traded. In the

event any assignment or subletting of this Lease is made with or without Landlord's consent, County shall nevertheless remain liable for the performance of all of the terms, conditions and covenants of this Lease. County shall promptly remit to Landlord 50% of all sums which County receives as the result of any such subletting or assignment in excess of the fixed rental payments to Landlord required hereunder, whether or not such subletting or assignment is consented to by Landlord. Any assignment or subletting without the prior written consent of Landlord shall be void and constitute a breach of the Lease and shall, at the option of the Landlord, terminate the Lease. No consent to any assignment, voluntarily or by operation of law, of this Lease or any subletting of said Premises shall be deemed to be a consent to any subsequent assignment or subletting.

10. **Renewal Options.** County shall have two (2) options to extend the Term of the Lease (each a "**Renewal Option**") for an additional five (5) years (hereinafter referred to as the "**Renewal Terms**" and each a "**Renewal Term**"). County shall exercise the Renewal Option by giving written notice of such exercise to Landlord no less than nine (9) months prior to the expiration date of the Extended Term or the applicable Renewal Term (the "**Renewal Notice**"). If County fails to deliver the Renewal Notice within such specified time, the Renewal Option shall be deemed waived and of no further force and effect and this Lease shall terminate upon the expiration of the then current Term. All of the terms and conditions of the Lease shall remain in full force and effect during each Renewal Term, except that Landlord shall not be required to perform any Landlord's work and the monthly rent for such Renewal Term shall be calculated at the Fair Market Rent (as defined below), provided that the Fair Market Rent shall not be less than the monthly rent in effect at the time of the expiration of the Extended Term or the applicable Renewal Term.

As used herein, the term "**Fair Market Rate**" means the amount per rentable square foot of the Premises that a willing, comparable tenant would pay and a willing, comparable landlord would accept in an arm's length transaction, for delivery on or about the expiration of the Extended Term or the applicable Renewal Term, for comparable new and renewal space in the building, taking into account the location of the building and other terms and provisions of the Lease with respect to the lease of the Premises during the applicable Renewal Term. Landlord shall have no obligation to determine the Fair Market Rate and other terms and conditions of the applicable Renewal Term, or to notify County thereof, any earlier than sixty (60) days prior to the expiration of the Extended Term or the applicable Renewal Term. If County does not accept Landlord's determination of the Fair Market Rate of the Renewal Term within ten (10) business days after County's receipt or Landlord's written determination of the Fair Market Rate, then County may retract the Renewal Notice, whereupon County's right to exercise the Renewal Option hereunder shall automatically terminate and be null and void and of no further force or effect, and the Lease shall automatically expire on the expiration of the Extended Term or the applicable Renewal Term.

11. **Surrender of Premises.** Section 14 of the Original Lease is hereby deleted in its entirety and replaced with the following:

"Upon the expiration or earlier termination of this Lease, County shall surrender the Premises to Landlord, with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition (i.e., with floors clean and all furniture, equipment, records and other personal property of County removed from the Premises), and otherwise in good

condition and repair, except for ordinary wear and tear. Landlord and County acknowledge and agree that the County will not be required to restore the Premises to its original condition, except that at least one (1) month prior to the expiration of the Extended Term, County shall provide Landlord of written notice of the improvements and fixtures which County has elected to remove from the Premises, and following the removal of such items, County shall promptly repair any damage caused by such removal and shall restore the Premises to the condition existing prior to the installation of such improvements or fixtures.”

12. **Other Provisions Apply.** Except as expressly set forth in this First Amendment, the Lease has not been modified or amended.

13. **Acceptance of Premises.** County currently occupies all of the Premises. County hereby acknowledges and agrees that the Premises are satisfactory to County in all respects and County hereby accepts the Premises in its present "AS IS, WHERE IS" and "WITH ALL FAULTS" condition and County further agrees that, during the Extended Term, Landlord has no obligation to install or construct any leasehold improvements, make any alterations, renovations or modifications to the Premises, and no obligation to pay, disburse or advance to County any construction allowance, tenant-finish reimbursement or other amount in respect of any improvements, alterations or additions constructed, or to be constructed, by or on behalf of County in the Premises except Landlord (i) shall strip and wax the restroom floor and (ii) shall paint the Premises (except for the LAN room, janitorial closet, electrical mechanical room, and roof access room) with building standard paint (the “Extended Term Work”). The color of the paint shall be selected by County. The Extended Term Work shall be completed within ninety (90) days following the full execution of this First Amendment. Landlord shall use all reasonable efforts not to disturb County’s operations during normal business hours. Use of the terms “as is, where is” and “with all faults” is not intended to alter the parties’ maintenance and repair obligations under the Lease.

14. **Landlord’s Address.** The addresses for notice and payment of Rent for Landlord contained in the Lease are hereby deleted in their entirety and the following addresses for Landlord are hereby inserted in the Lease in lieu thereof:

SVEA DB Holdings II LLC
SVEA Real Estate Group, LLC
12333 Sowden Road Ste B
PMB 86031
Houston, Texas 77080-2059
Attention: Park Carter

All payments of Rent shall be delivered to Landlord at SVEA DB Holdings II LLC P.O. Box #6556, Pasadena, CA 91109 or wired to Landlord at:

Wire Transfer:

Bank Name: Signature Bank
Bank Address: New York, NY 10017
ABA/Routing Number: 026013576

Account Name: SVEA DB Holdings II LLC
Account Number: 1504434105

Landlord may change its address for notice or payment of Rent by prior written notice to Tenant

15. **Brokers.** Landlord and County each respectively warrant and represent that it has had no dealings with any broker or agent in connection with the negotiation or execution of this First Amendment other than Allan Bailey Johnson Group (“County’s Broker”), whose rights to a commission, if any, are governed by separate written agreement between Landlord and County’s Broker. Landlord and County shall indemnify, defend and hold the other harmless from and against any and all claims, costs, expenses or liabilities, including reasonable attorneys’ fees, for commissions or other compensation claimed by any broker or agent other than County’s Broker with regard to this First Amendment.

16. **Representations.** As of the Effective Date, County hereby represents and warrants to Landlord the following, all of which shall survive the expiration or termination of the Lease: (i) County is the sole legal and equitable owner of the leasehold estate of the “Tenant” under the Lease and is the only occupant of the Premises; (ii) County has not previously assigned or transferred any interest in the Lease (other than as security for any indebtedness) or sublet the Premises or any portion thereof, and (iii) County has full power and authority to execute and deliver this First Amendment.

17. **Ratification.** As amended hereby, the Lease is hereby ratified and confirmed by County as being in full force and effect. County agrees that, as amended hereby, the Lease is the binding and enforceable obligation of County. To the extent of any conflict or inconsistency between this First Amendment and the Lease the terms of this First Amendment shall govern and control to the extent of such conflict or inconsistency. Nothing in this First Amendment shall be deemed a waiver or release of any unperformed obligations of County under the Lease, including, without limitation, any delinquent rentals payable by County.

18. **Release.** As a material inducement to Landlord’s agreement to enter into this First Amendment, County expressly acknowledges that to the actual knowledge of the person signing below on behalf of County, as of the Effective Date, Landlord is in full compliance with all terms and conditions of the Lease.

19. **Counterparts; Electronic Signature.** This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one instrument, but, in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart. Executed counterparts of this First Amendment may be exchanged by facsimile, electronic mail, or other electronic means, which executed counterparts shall serve as originals for all purposes. Without limiting the forgoing, Landlord and County hereby consent to signing this First Amendment and any other amendments to the Lease or Lease-related documents (including but not limited to any estoppels, lease guaranties, or letter agreements) by “electronic signature,” which shall include electronically scanned signatures, electronically created signatures

and electronically transmitted versions (including without limitation via .pdf or DocuSign), all of which shall be effective as original signatures.


20. **Entire Agreement.** This First Amendment, including any exhibits attached hereto and any agreements referenced herein or therein, is deemed fully integrated and contains the entire agreement of the parties hereto with respect to the matters covered thereby.

[Signature pages follow.]

Landlord and County have executed and delivered this First Amendment to Lease on the last date of execution below, to be effective as of the Effective Date set forth above.

LANDLORD:

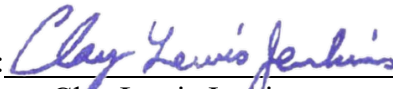
SVEA DB HOLDINGS II LLC,
a Delaware limited liability company

By: 
Harry J. Kuper, Jr.
Manager
Date: December 14, 2023

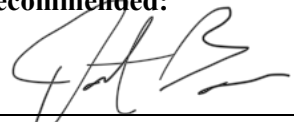
(signatures continued on following page)

*County's Signature Page to
First Amendment to Lease*

DALLAS COUNTY, TEXAS:

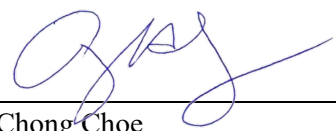
By: 
Name: Clay Lewis Jenkins
Title: County Judge
Date: 12/15/2023

Recommended:


Jonathon Bazan
Assistant County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

By: 
Chong Choe
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**