

**THE INTERCHANGE LEASE AGREEMENT
BUILDING "D-1"**

SEC. 1. BASIC PROVISIONS AND CERTAIN DEFINED TERMS

- 1.1 Date this Lease Agreement made and entered into: 19th day of September, 2007.
- 1.2 Lessor: Houston Business Exchange I Ltd
Gwen Findley, Management Office
8900 Kirby Drive, 1st Floor Courtyard
Houston, Texas 77054
- 1.3 Lessee: Harris County Housing Authority
Guy Rankin, Executive Director
8933 Interchange Drive
Houston, Texas 77054
- 1.4 Leased Premises: The space reflected on the Floor Plan(s) attached as Exhibit "A" hereto and incorporated herein by this reference, located on floor(s) one of the building known as The Interchange Business Park, Building D-1, located at 8933 Interchange Drive, Houston, Harris County, Texas 77054 (the "building"), such building, any parking areas and garages, other Interchange buildings, the land on which such improvements are located, and any present or future associated underground or elevated pedestrian tunnels or walkways being hereinafter collectively referred to as (the "project"). Lessor and Lessee hereby agree that the leased premises contain 24,635 square feet of rentable area, which rentable area includes the floor area in the building available for the exclusive use of Lessee, and a proportional allocation of the floor area of the building and other building areas available for the non-exclusive use of Lessee together with other tenants in the building, including without limitation entrance lobbies, fire-rated exit quarters, elevator lobbies and mechanical rooms. A legal description of the project is attached as Exhibit "B" hereto and incorporated herein by this reference. The square footage approximations given above are estimates only, but Lessor and Lessee agree that these estimates shall govern calculation of the rental payment, escalator clauses, and all amounts payable over the Base Rent. Lessor and Lessee agree that the square footage approximations are not intended as warranties of actual Lessee occupied space.
- 1.5 Term: Commencing on ("Commencement Date" of) 9/1/07 and terminating 8/31/12, (60) months thereafter. The definitions of "Commencement Date" may be found at Sections 33.1 and 33.2, respectively.
- 1.6 Base Rent: A total sum of \$1,404,195.00 payable in monthly installments. Base Rent monthly installments for the Applicable Periods set forth below shall be equal to the product of the rates listed under Base Monthly Rental Per Square Foot of Rentable Area in the Leased Premises and the number of square feet in the leased premises.

Applicable Period	Base Annual Rental Per Sq. Ft. of Rentable Area in the Leased Premises	Base Monthly Rental Per Sq. Ft. of Rentable Area in the Leased Premises
From Commencement Date through Last Day of the Twelfth (12 th) Month After Commencement Date	\$9.00	\$.75
From the First Day of the Thirteenth (13 th) Month After Commencement Date Through	\$10.20	\$.85

Last Day of the Twenty-Fourth (24th) Month
After Commencement Date

From the First Day of the Twenty-fifth (25 th) Month After Commencement Date Through the Last Day of the Thirty-Sixy (36 th) Month After Commencement Date	\$11.40	\$.95
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From the First Day of the Thirty-Seventh (37 th) Month After Commencement Date Through the Last Day of the Forty-Eighth (48 th) Month After Commencement Date	\$12.60	\$1.05
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From the First Day of the Forty-Ninth (49 th) Month After Commencement Date Through The End of the Term	\$13.80	\$1.15
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Additional rent shall be due and payable, during the term hereof and any extension period pursuant to Subsections 4.2, 5.1, 6.1, 6.2, 8.4, 9.5, 9.6.

1.7 Services:

<u>SERVICE/OPERATING EXPENSE</u>	<u>RESPONSIBLE FOR SERVICE/EXPENSE</u>	<u>SERVICE/RATE (if applicable)</u>
1.7.1 Electric Utilities	(LESSEE)	Directly to Provider
1.7.2 Gas Utilities		N/A
1.7.3 Water Utilities	(LESSEE)	\$495.00/mo. w/rent
1.7.4 If Lessee uses water service for other than Restroom or Wet Bar purposes; monthly charge at option of Lessor shall be increased accordingly.		
1.8 Rental Escalation Expense Stop: \$2.00 per rentable square foot.		
1.9 Permitted Use of Leased Premises: Office of Any Lawful Purpose		

Each reference in this Lease to one of the foregoing basic Lease provisions and defined terms shall be construed to incorporate all of the matters set forth above under such basic Lease provision or defined term. However, each of the foregoing basic Lease provisions and defined terms shall be construed in conjunction with the references thereto contained in other provisions of this lease and shall be limited by such other provisions.

SEC. 2. GRANTING CLAUSE:

In consideration of Lessee's obligation to pay rent as herein provided and Lessee's agreement to be bound by the rents, terms, provisions, and covenants hereof, Lessor hereby leases, lets and demises to Lessee, and Lessee hereby takes from Lessor the leased premises as described in Subsection 1.4, to have and to hold said leased premises for a term commencing on the "Commencement Date" of this Lease and ending that number of years and/or months specified in Subsection 1.5 after the "Commencement Date" as defined herein, except that in the event that the "Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of years and/or months in addition to the remainder of the calendar month following the "Commencement Date, all upon the terms and conditions set forth in this Lease.

SEC. 3. SECURITY DEPOSIT:

On the date of execution of this Lease by Lessee, Lessee has paid to Lessor a security deposit equal to one month's rent in the amount of \$18,476.25 on the understanding that: (i) the security deposit shall not be considered an advance payment of rent or a measure of Lessor's damage in case of default by Lessee, (ii) the security deposit or any portion thereof may be applied to the curing of any of Lessee's defaults, without prejudice to any other remedy or remedies which the Lessor may have on account thereof, and upon such application, Lessee shall pay to Lessor on demand the amount so applied, which shall be added to the security deposit so the same will be restored to its original amount; (iii) Lessor shall not be obligated to hold the security deposit as a separate fund, but may commingle it with other funds, and (iv) if Lessee is not in default, the remaining balance of the security deposit shall be returned to Lessee, without interest, within thirty (30) days after the expiration of the term hereof.

SEC. 4. RENT:

4.1 Lessee agrees to pay the base rent and any additional rent specified in Subsection 1.6 to Lessor at the address (payments & notices) specified in Subsection 1., without notice, demand, abatement, offset or deduction except as provided in this Lease to the contrary. One monthly installment of base rent shall be due and payable on the date of execution of this Lease by Lessee for the first month's base rent and a like monthly installment shall be due and payable on/or before the first day of each calendar month succeeding the "Commencement Date" during the term hereof; provided, however, that if the "Commencement Date" should be a date other than the first day of a calendar month, the monthly base rent set forth above shall be prorated to the end of that calendar month, and all succeeding installments of base rent shall be payable in advance on/or before the first day of each succeeding calendar month during the term hereof.

4.2 Other remedies for nonpayment of rent or nonpayment of other amounts due to Lessor hereunder notwithstanding, if the monthly payment of base rent is not received by Lessor on or before the fifth day of the month for which said rent is due, or if any payment of additional rent or other payment due to Lessor by Lessee pursuant to the terms of this Lease is not received by Lessor on or before the fifth day of the month next following the month in which Lessee was invoiced, then any such payment shall bear interest until paid at the lesser of (i) twelve percent (12%) per annum or (ii) the maximum lawful rate per annum, which amount shall constitute additional rent hereunder.

SEC. 5. RENT ESCALATION:

5.1 In the event the operating expenses (as defined in this Section 5) of Lessor upon the building of which the leased premises are a part, in any calendar year during the term of this Lease, exceed the sum specified in Subsection 1.8, Lessee agrees to pay as additional rent Lessee's pro-rata share, based on the square footage of the leased premises and incurred only during the term from August 6, 2007 through the effective date of Lease termination, of the operating expenses in excess of \$2.00 per square foot of rentable area in the leased premises without deduction or offset. Lessor may within nine months following the close of any calendar year for which additional rent is due under this Section 5, give written notice thereof to the Lessee. The notice shall include a computation of the additional rent, in reasonable detail, and Lessee agrees to make payment of the additional rent to Lessor within thirty days following written receipt of this notice. In the year in which this Lease terminates, Lessor in lieu of waiting until the close of the calendar year in order to determine any operating expenses, has the option to invoice Lessee for Lessee's pro-rata share of the operating expenses based upon the previous year's operating expenses. Lessor shall invoice Lessee under this option within thirty days prior to the termination of the Lease or at any time thereafter. Anything herein to the contrary notwithstanding, in no event will the base rent provided for in Subsection 1.6 ever be reduced. Lessee, upon written notice to Lessor delivered no later than the date that six (6) months following the date of Lessor's operating expense calculation is sent to Lessee, shall have the right, at Lessee's expense, to employ auditors and/or accountants to review the operating expenses for such calendar year (but only to the extent such expenses are included in the relevant Lessor's operating expense calculation). If Lessee fails to deliver such notice within the time provided herein, such Lessor's operating expense calculation shall be deemed conclusively binding upon Lessee. Lessee's review shall be conducted only on business days during business hours at Lessor's offices in Houston, Texas.

In the event any final determination of Lessee's review identifies any overpayment or underpayment in Operating Expenses, then within thirty (30) days after final determination, Lessor shall pay the amount of any such overpayment to Lessee or Lessee shall

pay the amount of any such underpayment to Lessor (as applicable).

5.2 The term "operating expenses" as used above includes all amounts, costs and expenses of whatsoever nature incurred because of or in connection with the ownership, management, operation, repair, maintenance or security of the building and/or project of which the leased premises are a part, including, but not limited to maintenance and repair costs, electricity, fuel, water, sewer, gas and other utility charges, security, window washing, janitorial services, trash and snow removal, landscaping and pest control, wages and fringe benefits payable to employees of Lessor whose duties are connected with the operation and maintenance of the building and/or project, amounts paid to contractors or subcontractors for work or services performed in connection with the operation and maintenance of the building and/or project, all services, supplies, repairs, replacements or other expenses for maintaining and operating the building and/or project including common area, parking area, recreation area and plaza area maintenance, and the amortization of capital improvements which are primarily for the purpose of reducing operating expenses or which are required by governmental or quasi-governmental authorities. The term "operating expenses" also includes all real property taxes and installments of special assessments, (excluding late charges and penalties) including special assessments due to deed restrictions and/or owners' associations, which accrue against the building and/or project of which the leased premises are a part during the term of the Lease, as well as all insurance premiums Lessor is required to pay or deems necessary to pay, including public liability insurance, with respect to the building and/or project. The term "operating expenses" also includes all taxes and assessments and governmental charges and fees, whether federal, state, county or municipal, excluding however, federal and state taxes imposed upon or measured by the gross receipts of income of Lessor; provided, however, if, due to a future change in the method of taxation, any franchise, gross receipts, income, profit or other tax shall be levied against Lessor in substitution in whole or in part for, in lieu of, or in addition to, any tax which would be included as an "operating expense" hereunder, such franchise, gross receipts, income, profit or other tax shall (with appropriate adjustments, if any) be deemed to be an "operating expense" for the purpose hereof. The term "operating expenses" does not include any capital improvement to the building and/or project of which the leased premises are a part, nor shall it include repairs, restoration or other work occasioned by fire, windstorm or other casualty, income and franchise taxes of Lessor, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for the renovating of space for new tenants, interest or principal payments on any mortgage or other indebtedness of Lessor, compensation paid to any employee of Lessor above the grade of building superintendent, nor depreciation allowance or expense.

SEC. 6. SERVICES AND UTILITIES

6.1 Lessor or Lessee (as specified in Section 1.7) shall be responsible for and pay service/operating expenses, including connection and/or inspection charges, if any, associated with the leased premises. Lessor shall provide the normal utility service connection points to the leased premises. Lessee shall pay for all telephone charges, connections, and installation fees, and for all electric light lamps or tubes used as part of the leased premise

6.2 Lessee shall pay all costs caused by Lessee for introducing excessive pollutants into the sanitary and/or storm sewer system, including permits, fees and charges levied by any governmental subdivision for any pollutants or solids other than ordinary human waste. If the leased premises are in a multi-occupancy building, Lessee shall pay all surcharges levied due to Lessee's use of sanitary sewer or waste removal services insofar as such surcharges affect Lessor or other tenants in the building. Lessee shall pay all charges for pest control and extermination and for garbage and trash pick-up services. Lessor shall not be required to pay for any services, supplies or upkeep in connection with the leased premises unless expressly provided for in this Section 6.

6.3 Lessor shall not be liable in damages or otherwise for failure, stoppage or interruption of any such service, nor shall the same be construed as an eviction of Lessee, work an abatement of rent, or relieve Lessee from the operation of any covenant or agreement; but in the event of any failure, stoppage or interruption thereof, Lessor shall use reasonable diligence to resume service promptly. The work of building maintenance shall not be hindered by Lessee.

SEC. 7. USE OF PREMISES:

7.1 Lessee warrants and represents to Lessor that the leased premises shall be used and occupied only for the purposes specified in Section 1.9. Lessee shall occupy the leased premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, reputable and will not create any nuisance as determined by Lessor, or otherwise interfere with, annoy or disturb any other tenant in its normal business operations or Lessor in its management of the building and the project.

7.2 Lessee shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the leased premises, the building and the project. Lessee specifically, but without limitation, warrants and covenants that Lessee will not allow "hazardous materials" in or on the leased premises, the building or the project. The term "hazardous materials" shall mean any explosives, radioactive materials, asbestos, or other hazardous waste including without limitation substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Hazardous Materials Transportation Act, and the Resources Conservation and Recovery Act, all as they may be amended from time to time. Lessee, its servants, employees, agents, visitors, invitees, and licensees, shall observe faithfully and comply strictly with the rules and regulations set forth on Exhibit "C" hereto and incorporated herein by this reference. Lessor shall have the right at all times to change the rules and regulations or to amend them in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, and preservation of good order of the leased premises, the building and the project. Such changes shall not discriminate against the rights of Lessee, and, in the event of a conflict between new rules or regulations and the terms of the Lease, the terms of the Lease shall prevail, unless such changes are made to comply with governmental, legal or lender requirements. All changes and amendments in the rules and regulations will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee.

7.3 Lessee, upon payment of the required rents and performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this Lease as well as any extensions or renewals thereof.

7.4 Lessee shall be entitled to park at no charge in common with other tenants of Lessor. Lessee agrees not to overburden the parking facilities and agrees to cooperate with Lessor and other tenants in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among Lessee and other tenants. Lessor will mark as appropriate sixty (60) parking spaces in front of the leased premises and fifteen (15) additional parking spaces elsewhere on the project to be determined by Lessor upon the commencement of the Lease for the benefit of Lessee, its employees, agents and invitees. Lessor will mark four (4) of the sixty (60) front parking spaces to indicate that they are reserved for the handicapped. Lessor shall have no duty to patrol the parking area or otherwise take action to ensure that others do not violate the parking spaces so marked for Lessee. Lessee, at its own expense may patrol its reserved parking area(s). See Exhibit "D" for parking.

7.5 Lessee hereby indemnifies and holds Lessor harmless from and against any and all claims arising from Lessee's use of the leased premises for the conduct of its business, or from any activity, work or other thing done, permitted, or suffered to be done by Lessee on or about the leased premises, the building and/or the project, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or omission of, or due to the negligence of, the Lessee, or any officer, agent, employee, guest or invitee of Lessee, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or related to any such claim or any action or proceeding brought thereon. Lessee as a material part of the consideration to Lessor hereby assumes all risk of damage to property or injury to persons, including but not limited to death in, upon, or about the leased premises, the building and/or the project, from any cause other than Lessor's gross negligence and willful misconduct, and Lessee hereby waives all claims in respect thereof against Lessor.

SEC. 8. INSURANCE:

8.1 Lessor shall insure the project and shall maintain liability and other insurance in such amounts as may be required by Lessor's mortgagee, or in such greater amounts as Lessor, in its sole discretion, may deem appropriate. Such insurance shall be an "operating expense" as defined in Section 5.2 hereof. Such insurance shall be for the sole benefit of Lessor and, if required,

Lessor's mortgagee.

8.2 Lessee shall, at Lessee's expense, fully insure its property located in the leased premises against fire and other casualty, and shall maintain comprehensive general liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the leased premises and all areas appurtenant thereto, including contractual liability insurance, with insurance companies approved by Lessor and with limits of liability of at least \$2,000,000.00 with respect to death of or injuries to one or more persons, and at least \$2,000,000.00 with respect to loss of or damage to property. Lessee shall cause Lessor to be named as an additional insured under such policies and shall, prior to the Commencement Date or Completion Date, furnish Lessor with certificates of insurance with loss payable clauses satisfactory to Lessor. The limit of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee may carry said insurance under a blanket policy, provided, however, that said insurance by Lessee shall have a Lessor's protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain same, but at the expense of Lessee. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Lessor.

8.3 Lessee shall not permit the leased premises to be used in any way which would, in the opinion of Lessor, be extra hazardous on account of fire or otherwise, and/or which would in any way increase or render void the fire and extended coverage insurance on (i) the leasehold improvements, (ii) the contents in the building and/or the project belonging to other tenants in the building, (iii) the building, and/or (iv) the project.

8.4 Lessee warrants to Lessor that the insurance questionnaire (filled out by Lessee, signed and presented to Lessor prior to the execution of the Lease) accurately reflects Lessee's original intended use of the leased premises. The insurance questionnaire is made a part of this Lease by reference as though fully copied and recorded herein. If at any time during the term of this Lease, the State Board of Insurance or other insurance authority disallows any of Lessor's sprinkler credits, or imposes an additional penalty or surcharge in Lessor's insurance premiums because of Lessee's original or subsequent placement or use of storage racks or bins, or method of storage, or nature of Lessee's inventory, or any other act of Lessee, Lessee agrees to pay as additional rent the increase (between fire walls) in Lessor's insurance premiums.

SEC. 9. REPAIRS AND MAINTENANCE:

9.1 Lessor shall maintain and repair only the roof, foundation, parking areas, landscaped areas, and the structural soundness of the exterior walls (excluding all windows, window glass, plate glass, and all doors) of the leased premises, and the building, unless such maintenance and repairs are caused in part or in whole by the acts, neglect or omission of any duty by the Lessee, its agents, servants, employees or invitees, or unless such maintenance or repairs are otherwise herein provided to be made by Lessee. Lessor at Lessor's expense shall maintain, repair and keep the air conditioning and heating units servicing Lessee's Lease space operational during the term of the Lease. The expense of such maintenance and repair shall not be included as an operating expense referenced in Section 5.2. Lessor shall perform regular filter changes on all air conditioning systems related to the leased premises for the Lease term and shall invoice Lessee for such filter service, such invoice to be paid within 30 days of date of invoice. Lessor shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs and maintenance has been given to Lessor by Lessee. Lessor shall not be liable for any damages, compensation or claims for loss of the use of the whole or any part of the leased premises or Lessee's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and/or maintenance performed by Lessor hereunder, except for damage resulting from Lessor's gross negligence or willful misconduct.

9.2 Lessor shall not be liable to Lessee, except as expressly provided in this Lease for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

9.3 All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made in writing to Lessor at the address set forth in Subsection 1.2 (payments & notices).

9.4 Lessee shall, at its own risk and expense, maintain all other parts of the building and other improvements on the leased premises in good repair and condition, including, but not limited to, downspouts, dock bumpers, and regular removal of debris. Lessee shall repaint and repair the exterior doors or other exposed parts of the building which reasonably require periodic repairing due to damage by shipping and receiving in order to maintain building standards. Lessee shall, at its own cost and expense, repair or replace any damage or injury to all or any part of the leased premises, the building, and/or the project, including, but not limited to fixtures and landscaping, caused by or resulting from any act, omission or neglect of Lessee or Lessee's agents, employees, invitees, licensees, visitors, assignees or subtenants, if any.

9.5 Lessee shall not allow any waste or damage to be committed on any portion of the leased premises, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the leased premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear, natural deterioration beyond the control of Lessee, damage by fire, tornado, or other casualty excepted. The cost and expense of any repairs necessary to restore the condition of the leased premises shall be borne by Lessee, and if Lessor undertakes to restore the leased premises, Lessor shall have a right of reimbursement against Lessee.

9.6 If Lessee fails to promptly make repairs or replacements for which Lessee is responsible pursuant to the provisions of this Lease, Lessor may, at Lessor's option, make the repairs or replacements and any reasonable costs therefor shall be charged to Lessee as additional rent and shall become payable by Lessee with the payment of the rent next due hereunder.

SEC. 10. IMPROVEMENTS AND ALTERATIONS:

10.1 Lessor shall have no responsibility for making any Lessee improvements to the leased premises; however, Lessor shall grant and pay to Lessee, within five (5) days of execution of the Lease, for improvements by Lessee (with twenty percent [20%] to be withheld until Lessee has furnished Lessor copies of all related contractor/vendor lien releases related to Lessee improvements) an allowance of up to \$48,000.00 for refurbishments and minor tenant improvements including, but not limited to, repainting existing walls and replacing carpet and ceiling tiles and replacement of any damaged air conditioning duct in the leased premises. The floor plan shall be approved and signed by the parties upon the commencement of the Lease.

10.2 Lessee shall not make or allow to be made any alterations or physical additions in or to the leased premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the expiration or termination of this Lease or the termination of Lessee's right to possession of the leased premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations made without prior consent of Lessor, with all costs of removal and/or alterations to be borne by Lessee. Lessee, at its sole cost, and prior to the expiration or termination of this Lease, shall remove all of Lessee's property from the leased premises and make, or reimburse Lessor for the cost of, all repairs to the leased premises, building and/or project for damages resulting from such removal. All work shall be completed promptly and in a good and workmanlike manner, and shall be performed in such a manner that no mechanic's, materialman's or other similar liens shall attach to Lessee's leasehold estate, and in no event shall Lessee permit, or be authorized to permit, any such liens or other claims to be asserted against Lessor or Lessor's rights, estate and interest with respect to the building, the project, or this Lease. Lessor may require, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of any improvements, additions or alterations in the leased premises. This clause shall not apply to the unattached, moveable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default, and if such equipment and furniture is not then subject to any other rights, liens and interests of Lessor.

SEC. 11. CONDEMNATION:

If more than twenty percent (20%) of the leased premises should be taken for any public or quasi-public use, by right of eminent

domain or otherwise, or should be sold in lieu of condemnation, then either party hereof shall have the right, at its option, to terminate this Lease as of the date when physical possession of the leased premises is taken by the condemning authority. If twenty percent or less of the leased premises is so taken or sold, or if the Lease is not terminated upon any taking or sale of greater than twenty percent of the premises, the rent payable hereunder shall be abated in proportion to the portion of the leased premises which are rendered untenable by such condemnation, and Lessor shall, to the extent Lessor deems feasible, restore the premises to substantially its former condition, but Lessor shall not in any event be required to spend for such work an amount in excess of the amount received by Lessor as compensation for such taking. If any part of the building and/or project other than the leased premises may be so taken or sold, Lessor shall have the right at its option to terminate this Lease as of the date when physical possession of such part of the building and/or project is taken by the condemning authority. All amounts awarded upon the taking of any part or all of the leased premises, building and/or project shall belong to Lessor, and Lessee shall not be entitled to, and expressly assigns all claims, rights and interests to, any such compensation to Lessor.

SECTION 12. FIRE AND CASUALTY:

12.1 If the leased premises, building, or project, or any portion of any one of them, shall be damaged by fire or other casualty covered by the insurance carried by Lessor hereunder, and the cost of repairing such damage shall not be greater than ten percent (10%) of the then full replacement cost thereof, then, subject to the following provisions of this Section 12, Lessor shall repair the leased premises, building and/or project. If the leased premises, building and/or project shall be damaged (a) by fire or other casualty not covered by insurance carried by Lessor hereunder, (b) by fire or other casualty covered by insurance carried by Lessor hereunder, and Lessor's mortgagee requires that such insurance proceeds be used to retire the mortgage debt, or (c) to an extent greater than ten percent (10%) of the then full replacement cost thereof, then Lessor shall have the option (i) to repair or reconstruct the same to substantially the same condition as immediately prior to such fire or other casualty, or (ii) to terminate this Lease by so notifying Lessee within one hundred twenty (120) days after the date of such fire or other casualty, such termination to be effective as of the date of such fire or other casualty. The rent required to be paid hereunder shall be abated in proportion to the portions of the leased premises, if any, which are rendered untenable by fire or other casualty hereunder until repairs of the leased premises are completed, or if the leased premises are not repaired, until the termination date hereunder. Other than such rent abatement, no damages, compensation or claims shall be payable by Lessor for loss of the use of the whole or any part of the leased premises, Lessee's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and reconstruction. If the damage results from the fault or negligence of Lessee, its agents, employees, licensees or invitees, Lessee shall not be entitled to any abatement or reduction of due hereunder, and such damage shall be repaired by Lessee, or at Lessor's option by Lessor, at Lessee's expense. If this Lease is terminated as provided in (c) (ii) above, all rent shall be apportioned and paid up to the termination date. Lessor shall not be required to repair or place any furniture, furnishings, or other personal property which Lessee may be entitled to remove from the leased premises or any property constructed and installed by or for Lessee pursuant to Section 10 hereof, or any installations in excess of building standard.

12.2 Notwithstanding anything to the contrary in this Section 12, Lessor shall not have any obligation whatsoever to repair, reconstruct or restore the leased premises, the building and/or the project when the damage resulting from any casualty covered under this Section 12 occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

SEC. 13. WAIVER OF SUBROGATION:

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the leased premises, the building and/or the project, and (b) such party is then covered (or is required under this Lease to be covered) in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof [provided, that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such releases and waiver in full force and effect]. Lessor and Lessee shall use their respective best efforts to obtain such a release and waiver of subrogation from their respective insurance carriers, and shall obtain any

special endorsements, if required by their insurers, to evidence compliance with the aforementioned waiver.

SEC. 14. HOLD HARMLESS:

Lessor shall not be liable to Lessee or Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the leased premises caused by the negligence or misconduct of Lessee, its agents, servants or employees, or of any other person entering upon the leased premises under express or implied invitation by Lessee, or caused by the building and improvements located on the leased premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the leased premises. Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury

SEC. 15. LESSOR'S RIGHT OF ENTRY:

Lessor, its officers, agents and representatives, subject to any security regulations imposed by any governmental authority, shall have the right to enter all parts of the leased premises after twenty-four hours notice (except in the case of an emergency for which no notice shall be required) to inspect, clean, make repairs, alterations and additions to the building or leased premises which it may deem necessary or desirable, or to provide any service which it is obligated to furnish to Lessee, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

SEC. 16. ASSIGNMENT OR SUBLEASE:

Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations in the building and project of which the leased premises are a part. Lessee shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the leased premises, or any part thereof, without the prior written consent of Lessor, and in no event shall any such assignment or sublease ever release Lessee from any obligation or liability hereunder. No permitted assignee or sublessee of the leased premises or any portion thereof may assign or sublet the leased premises or any portion thereof. Lessor shall have the option, upon receipt from Lessee of written request for Lessor's consent to subletting or assignment, to cancel this Lease as of the date the requested subletting or assignment is to be effective. The option shall be exercised, if at all, within thirty (30) days following Lessor's receipt of written notice by delivery to Lessee of written notice of Lessor's intention to exercise the option. Upon the occurrence of an "event of default" as defined below, if all or any part of the leased premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or at law or in equity, may, at its option, collect directly from the assignee or subtenant all rents becoming due to lessee by reason of the assignment or sublease. Any collection directly by Lessor from the assignee or subtenant shall not be construed to constitute a novation or a release of Lessee from the further performance of its obligations under this Lease.

SEC. 17. LANDLORD'S LIEN:

To secure payment of all rent due and to become due hereunder, and the faithful performance of all of the other covenants of this Lease required by Lessee to be performed, Lessee hereby grants to Lessor, effective ten (10) days after the abandonment of any chattels, merchandise and personal property of Lessee on the leased premises, an express contractual lien on and a security interest in and to all such chattels, merchandise, and other personal property of Lessee and also upon all proceeds of any insurance which may accrue to Lessee by reason of damage to or destruction of any such property. All exemption laws are hereby waived by Lessee. This lien and security interest are given in addition to the Lessor's statutory lien(s) and shall be cumulative thereto. Upon the occurrence of an event of default by Lessee, Lessor may, in addition to any other remedies provided herein or by law, enter upon the leased premises and take possession of any or all chattels, merchandise, or other personal property of Lessee situated on the leased premises, without liability for trespass or conversion. This lien and security interest may be foreclosed with or without Court proceedings, by public or private sale, with or without notice, and Lessor shall have the right to become purchaser, upon being the highest bidder at such sale. Upon request of Lessor, Lessee agrees to execute Uniform Commercial Code financing statements relating to the aforesaid security interest.

SEC. 18. DEFAULT BY LESSEE AND REMEDIES:

18.1 The following shall be deemed to be events of default by Lessee under this Lease.

18.1.1 Lessee shall fail to pay any installment of rent or any part thereof when due, or shall fail to pay additional rent or any other payment required pursuant to this Lease or any part thereof when due, save that up to a maximum of twice per year, Lessee shall be in default if rental payment is not paid within ten (10) days after written notice from Lessor of such failure;

18.1.2 Lessee shall vacate or abandon the leased premises or any significant portion thereof even if Lessee continues to pay the rentals due;

18.1.3 Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within twenty (20) days after written notice from Lessor to Lessee (except for a default caused by the nonpayment of rent as set forth in Section 4 hereof, for which no notice is required) provided if any such event is not capable of being cured within such twenty (20) day period no default shall exist so long as Lessee commences to cure within such twenty (20) day period and diligently pursues such cure thereafter;

18.1.4 Lessee shall file a petition or be adjudged bankrupt or insolvent under the United States Bankruptcy Code, as amended from time to time, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

18.1.5 Lessee shall do or permit to be done any act which results in a lien being filed against the leased premises except mechanic's and materialmen's for which no filing has been made;

18.1.6 Any representation or warranty by Lessee in this Lease or any certificate, statement, or other document furnished pursuant to or under this Lease, including, without limitation, financial statements, proves to be or becomes incorrect in any material respect; or

18.1.7 The occurrence of any event or condition having a material and adverse effect on the assets, liabilities, financial condition, business or operations of Lessee as they exist on the date of this Lease, or the ability of Lessee to meet its obligations under this Lease on a timely basis as provided herein.

18.2 If an event of default set forth herein occurs, then at any time thereafter prior to the curing thereof, except as may be provided in this Lease with or without notice or demand, Lessor may exercise any and all rights and remedies available to Lessor under this Lease, at law, or in equity, including without limitation termination of this Lease or termination of Lessee's right to possession of the leased premises without terminating the Lease. In the event of default, Lessor may, without additional notice and without court proceedings, re-enter and repossess the leased premises, by changing the locks if necessary, and remove all persons and property therefrom, and Lessee hereby agrees to surrender possession of the leased premises and waives any claim arising by reason thereof or by reason of the issuance of any distress warrant or writ of sequestration, and agrees to hold Lessor harmless from any such claims. If Lessor elects to terminate this Lease, it may treat the default as an entire breach of this Lease, and Lessee shall immediately become liable to Lessor for damages equal to the total of (i) the cost of recovering, reletting (including without limitation the cost of Lease commissions attributable to the unexpired portion of the term of this Lease), and remodeling the leased premises, (ii) all unpaid rent and other amounts earned or due through such termination, plus (iii) the total rent and other amounts to be paid by Lessee hereunder for the remainder of the full term. If Lessor elects to terminate Lessee's right to possession of the leased premises without terminating the Lease, Lessor may (but shall not be obligated to) rent the leased premises or any part thereof for the account of Lessee to any person or persons for such rent and for such terms and conditions as Lessor deems appropriate, and Lessee shall be liable to Lessor for the amount, if any, by which the rent for the unexpired balance of the term exceeds the net amount, if any, received by lessor from such reletting, being the gross amount so received by Lessor less the costs of repossession, reletting, remodeling, and other expenses incurred by Lessor. Such sum or sums shall be paid by

Lessee in monthly installments on the first day of each month of the term. In no event shall Lessor be liable for failure to relet the leased premises or to collect the rent due under such reletting, and in no event shall Lessee be entitled to any excess rents received by Lessor.

18.3 All remedies herein given Lessor, including all those not set forth but provided by law or in equity shall be cumulative, and the exercise of one or more of such remedies by Lessor shall not exclude the exercise of any other consistent remedy, nor shall any waiver by Lessor, express or implied, of any breach of any term, covenant or condition hereof be deemed a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition hereof. Acceptance of rent by Lessor from Lessee or any permitted assignee, sublessee or other successor in interest to Lessee, with or without notice, shall never be construed as a waiver of any breach of any term, covenant or condition of this Lease. Failure of Lessor to declare any default upon occurrence thereof, or delay in taking action with respect thereto, shall not waive such default, but Lessor shall have the right to declare such default at any time and take such action at any time as may be authorized under this Lease, at law, or in equity.

18.4 If an event of default occurs, then Lessee shall reimburse Lessor on demand for all costs reasonably incurred by Lessor in connection therewith including, but not limited to, reasonable attorneys' fees, court costs, and related costs.

SEC. 19. FORCE MAJEURE:

Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, shortages of materials or labor, governmental or quasi-governmental laws, regulations or restrictions, riots, floods, washouts, explosions, earthquakes, fire, storms, acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

Lessee shall not be required to perform any covenant or obligation in this Lease, except payment of rent, or be liable in damages to Lessor, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, shortages of materials or labor, governmental or quasi-governmental laws, regulations or restrictions, riots, floods, washouts, explosions, earthquakes, fire, storms, acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessee and which by the exercise of due diligence Lessee is unable, wholly or in part, to prevent or overcome.

SEC. 20. HOLDING OVER:

If Lessee shall remain in possession of the leased premises after the expiration or earlier termination of this Lease, then Lessee shall be deemed a tenant-at-will, terminable at any time, and shall pay rent at one and one-half times the daily rental rate prevailing on the date of such termination or expiration, but otherwise shall be subject to all of the obligations of the Lessee under the Lease. Additionally, Lessee shall pay to Lessor all damages sustained by Lessor on account of such holding over by Lessee. No holding over by Lessee, whether with or without the consent of Lessor, shall operate to extend this Lease except as herein provided.

SEC. 21. SIGNS:

No signs of any kind or nature, symbol, or identifying mark shall be put on the building, in the halls, elevators, staircases, entrances, parking areas, or upon the doors or walls, whether plate glass or otherwise, of the leased premises nor within the leased premises so as to be visible from the public areas or exterior of the building, without the prior written approval of Lessor. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by Lessor. Signage will be mutually agreed upon by both parties.

SEC. 22. SUCCESSORS AND ASSIGNS:

The Lessor and Lessee agree that all provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each separate paragraph hereof, and that, except as restricted by the provisions of the section entitled "Assignment or Sublease" hereof, this Lease and all of the covenants herein contained shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the leased premises cease to exist for any reason during the term of the Lease, then notwithstanding the happening of such event, this Lease nevertheless shall remain unimpaired and in full force and effect, and Lessee hereunder agrees to attorn to the then owner of the leased premises.

SEC. 23. RIGHTS OF MORTGAGEE:

Lessee accepts this Lease subject and subordinate to any recorded mortgage, deed of trust, or other lien presently existing upon the leased premises. Lessor agrees that it will present to all such holders of mortgages, deeds of trust or other liens within fifteen (15) days of execution of this Lease the form of Subordination, Non-Disturbance and Attornment Agreement as provided by Lessee. Lessor will use its best efforts to obtain such a Subordination, Non-Disturbance and Attornment Agreement in favor of Lessee from all such holders. In the event the proposed Subordination, Non-Disturbance and Attornment Agreement fails to be accepted or is rejected by any such holders of mortgages, deeds of trust or other liens, Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any mortgage, deed of trust, or other lien hereafter placed on the leased premises, and Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require, if the interest of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage on the leased premises. Lessee shall be bound to the transferee (sometimes called the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were Lessor under this Lease, and Lessee agrees to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Lessor, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Lessor under this Lease. The respective rights and obligations of Lessee and the Purchaser upon the attornment, to the extent of the then remaining balance of the term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease.

SEC. 24. ESTOPPEL CERTIFICATES:

Lessee agrees to furnish promptly, from time to time, upon request of Lessor or Lessor's mortgagee, a statement certifying to the following matters, if accurate, and if not accurate, certifying to such matters as modified to make them accurate: Lessee is in possession of the leased premises; the leased premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not paid and will not be paid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor or Lessor's mortgagee.

SEC. 25. LANDLORD'S LIABILITY AND AUTHORITY:

The Lessor herein is composed of a Texas limited partnership whose sole general partner is Houston Business Exchange I, Ltd. It is understood and agreed that this Lease shall not be binding upon Lessor until fully executed by David Angel, Partner, or Mike McIver, Partner, or Gwen Findley, Property Manager of Houston Business Exchange I Ltd. The liability of Lessor to Lessee for any default by Lessor under the terms of this Lease shall be limited to the interest of Lessor in the project, it being intended that Lessor shall not be personally liable for any judgment or deficiency. Lessor represents and warrants to Lessee that as of the Effective Date:

(i) Lessor has authority to execute, deliver and perform this Lease and each instrument and agreement to be executed and delivered by Lessor pursuant hereto and to take all of the actions contemplated hereby to be taken by Lessor, including, but not limited to, delivery of possession of the leased premises to Lessee free and clear of all leases, subleases and subtenancies in substantially the same condition and state of repair as of the date of execution of this Lease by Lessor, subject to normal wear, tear and use since that date and subject, however, to all liens, encumbrances, covenants, conditions and restrictions of record pertaining to the leased premises as of the date of execution of this Lease by Lessor.

(ii) To the best of Lessor's knowledge, there is no pending or threatened proceeding to which Lessor is a party, or of which it has been given notice concerning any condemnation proceedings, which would materially and adversely affect the leased premises, building or the project. To Lessor's actual knowledge, without further investigation or inquiry, there are no actions, suits, investigations or proceedings pending or threatened to be brought in any court or before any governmental agency which could adversely affect the leased premises, building or project, or which could have a materially adverse effect on the ability of Lessee to operate on the leased premises or delay or prohibit possession of the leased premises by Lessee as contemplated by this Lease, nor are there any unsatisfied judgments or consent decrees which could have any such effect.

(iii) To the best of Lessor's knowledge, (a) Lessor has received no notice of default with respect to or violation of any order, writ, injunction or decree of any court, governmental department, agency or instrumentality having jurisdiction over the leased premises, which relates to the leased premises, building or project and, (b) no use permitted under Section 1.9 violates any order, writ, injunction or decree of any court, governmental department, agency or instrumentality.

(iv) This Lease and the consummation of the transaction contemplated herein are the valid and binding obligations of Lessor and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Lessor is party or by which it is bound, including, but not limited to, the Permitted Exceptions.

(v) Lessor has not installed, used or operated (or caused or permitted the installation, use or operation of) any well, septic tank, septic system, storage tank, or other tank or container of any kind beneath the leased premises. To the best of Lessor's knowledge, except as disclosed by any environmental reports provided by Lessor to Lessee, (a) the soil beneath the leased premises is free of any such well, septic tank, septic system, storage tank, or other tank or container; (b) Lessor has not buried, covered over or deposited (or caused or permitted the burial, covering over or deposit of) any demolished building or structure, foundations, bulkheads, footings, excavated soils, or debris from construction or demolition beneath the leased premises; (c) the soil beneath the leased premises is free of any such demolished buildings or structures, foundations, bulkheads, footings, excavated soils, or debris from construction or demolition; (d) there are no Hazardous Substances (as defined above) on the leased premises, building or project in violation of any Environmental Laws (as hereinafter defined); (e) the Premises, building or project have never been used as a dump site or landfill; and (f) all utility lines and connections on or beneath the leased premises, building or project have been installed in compliance with all applicable permits, authorizations, laws, ordinances, orders, regulations and requirements of all governmental authorities and utility companies having jurisdiction over the same.

SEC. 26. SURRENDER:

Upon the expiration or earlier termination of the term of this Lease, Lessee shall peaceably quit and surrender the leased premises in good order and condition, excepting ordinary wear and tear, natural deterioration beyond the control of Lessee, damage by fire, tornado, or other casualty, but subject to Lessee's obligations under Sections 9 and 10 hereof. All obligations of Lessee for the period of time prior to the expiration or earlier termination of the term of this Lease shall survive such expiration or termination.

SEC. 27. USE OF NAME:

Lessee shall not, except to designate Lessee's business address (and then only in a conventional manner and without emphasis or display), use the name or mark Interchange Building or Interchange Center for any purpose whatsoever. Lessor shall have the

right at any time and from time to time to rename the building and/or the project.

SEC. 28. BROKERS:

Lessee represents and warrants that Lessee has dealt with, and only with Jenke Property Management as broker(s) in connection with this Lease, and that insofar as Lessee knows, no other broker(s) negotiated this Lease or is entitled to any commission in connection herewith. Lessee shall be responsible for any and all commissions due to broker in connection with this Lease. Lessee shall indemnify and hold harmless Lessor from and against all claims (and costs of defending against and investigating such claims) of any other broker(s) or similar parties claiming under Lessee in connection with this Lease. Lessor represents and warrants that Lessor has not dealt with a broker in connection with this Lease.

SEC. 29. MEMORANDUM OF LEASE:

Without the prior written consent of Lessor (which may be granted or withheld in Lessor's sole discretion), Lessee shall not record this Lease or a memorandum or other instrument with respect to this Lease.

SEC. 30. TIME OF ESSENCE:

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

SEC. 31. TENANT'S TAXES:

Lessee shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Lessee's leasehold improvements, equipment, furniture, fixtures and personal property located in the leased premises, except that which has been paid for by Lessor and is the standard of the building.

SEC. 32. FINANCIAL STATEMENTS:

Within sixty (60) days after the end of each fiscal year of Lessee, or as may be requested from time to time by Lessor, Lessee shall deliver to Lessor current unaudited financial statements, including, without limitation, balance sheets, profit and loss statements, reconciliations of capital and surplus, changes in financial condition, schedules of sources and applications of funds, operating statements with respect to the business of Lessee, all of which shall, at the request of Lessor, be certified by an independent certified public accountant. Within one hundred twenty (120) days after the end of each fiscal year of Lessee, or as may be requested from time to time by Lessor, Lessee shall deliver to Lessor the same such current audited documents.

SEC. 33. DEFINITIONS:

These definitions apply to the terms defined as those terms are used throughout this Lease.

33.1 "The "Commencement Date" shall be the date set forth in Subsection 1.5. The "Commencement Date" shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

33.3 The term "rent" as used in this Lease shall include base rent and additional rent.

SEC. 34. NOTICES:

Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and (i) delivered personally as evidenced by a courier's receipt, or (ii) forwarded by Certified or Registered Mail, postage prepaid, return receipt requested, addressed as follows:

26.1 To the Lessor at the address (payments & notices) specified herein in Subsection 1.2.

26.2 To the Lessee at the address (billings & notices) specified herein in Subsection 1.3.

Such addresses may be changed from time to time by either party by serving notices as above provided.

SEC. 35. GOVERNING LAW AND SEVERABILITY:

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible which is legal, valid and enforceable.

SEC. 36. ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:

It is expressly agreed by Lessee, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned written extrinsic documents not incorporated in writing in this Lease. Lessor and Lessee expressly agree that there are and shall be no implied warranties of merchantability, fitness or of any other kind arising out of this Lease. It is likewise agreed that this Lease may not be altered, waived, amended or extended except by an instrument in writing signed by both Lessor and Lessee. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph.

SEC. 37. OTHER PROVISIONS:

37.1 Lessor waived the rent for the month of August and allowed Lessee to take early possession of Lease space to commence Lessee's build-out. Lessor shall invoice Lessee for electricity for the duration of possession in the months of August and September prior to the commencement of this Lease which shall be due and payable within thirty (30) days of such invoicing.

37.2 Lessee shall have a right of first refusal regarding remaining Lease space in the building to be occupied by Lessee. This right must be exercised by 3 p.m. of the fifth business day after written notice to Lessee that additional Lease space will become available.

37.3 Lessor will not knowingly permit entrance to Lessee's offices by use of pass key controlled by Lessor, to any person at any time without written permission by Lessee, except employees, contractors or service personnel directly supervised by Lessor. Lessor shall re-key locks, change locks and provide additional keys for the leased premises only upon written request by Lessee or designee of record, such related costs to be the responsibility of Lessee.

37.4 Lessor shall pay a one time fee of one-half (1/2) the cost of one Lessee identification sign which will be mounted in a prominent location on the Building exterior. Lessee shall pay one-half (1/2) the cost of the sign upon invoicing. Sign shall conform to building standard sign configuration. Name strips on inside directory, where applicable, shall be paid by Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee, acting herein by duly authorized individuals, have cause these presents to be

executed on this 19th day of September, 2007.

LESSOR:

**Houston Business Exchange I Ltd.,
A Texas Limited Partnership**

By: _____

Title: _____

LESSEE:

Harris County Housing Authority

By: _____

Title: _____

Modification and Ratification of Lease

This is a Modification and Ratification of the Lease Agreement made and entered into on September 19, 2007 between Houston Business Exchange I Ltd., (Lessor or Landlord) and Harris County Housing Authority (Lessee or Tenant).

Witnesseth:

Lessor and Lessee hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain written Lease Agreement dated September 19, 2007 for the following described property; 8933 Interchange Drive consisting of 24,635 net rentable square feet of space situated in and sometimes referred to as "the building" or "the project" and further described as Buildings "D1", "D2" and "E" totaling 135,200 square feet built upon a 6.8996 acre tract being part of The Interchange, a subdivision of 27,910 acres of land out of the James Hamilton Survey, A-887 & John Walters Survey, A-874, recorded in Vol. 291, Page 14, Map Records, Harris County, Texas. Said 6.8996 acre tract is contiguous to a dedicated City of Houston Street and provides unrestricted access by the general public to and from the leased premises and is herein referred to as "the project".

Lessee warrants that Lessee has accepted and is now in possession of the demised premises and that the Lease Agreement is valid and in full force and effect.

Both parties agree herein to amend the above lease as follows:

Section 1.5 Term: Amend the Termination date from August 31, 2012 to a Termination date of August 31, 2015.


Section 1.6 Base Rent: Beginning March 1, 2011 the monthly rental rate through August 31, 2015 shall be \$23,403.25 (\$.95 per square foot).

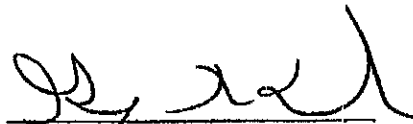
Except for the above changes all other terms and conditions of the original Lease shall remain unchanged and in full force and effect.

Signed at Houston, Texas this 25th day of FEBRUARY, 2011.

Lessor:
Houston Business Exchange I, Ltd.
A Texas Limited Partnership

Lessee:
Harris County Housing Authority

By: 
Title: Partner

By: 
Title: CEO

Modification and Ratification of Lease

This is a Modification and Ratification of the Lease Agreement made and entered into on September 19, 2007 between Houston Business Exchange I Ltd., (Lessor or Landlord) and Harris County Housing Authority (Lessee or Tenant), as modified by that Modification and Ratification of Lease dated February 28, 2011.

Witnesseth:

Lessor and Lessee hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain written Lease Agreement dated September 19, 2007, as modified on February 29, 2011, for the following described property; 8933 Interchange Drive consisting of 24,635 net rentable square feet of space situated in and sometimes referred to as "the building" or "the project" and further described as Buildings "D1", "D2" and "E" totaling 135,200 square feet built upon a 6.8996 acre tract being part of The Interchange, a subdivision of 27,910 acres of land out of the James Hamilton Survey, A-887 & John Walters Survey, A-874, recorded in Vol. 291, Page 14, Map Records, Harris County, Texas. Said 6.8996 acre tract is contiguous to a dedicated City of Houston Street and provides unrestricted access by the general public to and from the leased premises and is herein referred to as "the project".

Lessee warrants that Lessee has accepted and is now in possession of the demised premises and that the Lease Agreement is valid and in full force and effect.

Both parties agree herein to amend the above lease as follows:

Section 1.6 Base Rent: Beginning August 1, 2012 the monthly rental rate through August 31, 2015 shall be \$18,476.25 (\$.75 per square foot).

Except for the above changes all other terms and conditions of the original Lease Agreement and the Modification and Ratification of Lease thereafter shall remain unchanged and in full force and effect.

Signed at Houston, Texas this 16 day of August, 2012.

Lessor:
Houston Business Exchange I, Ltd.
A Texas Limited Partnership

By: [Signature]
Title: Manager

Lessee:
Harris County Housing Authority

By: [Signature]
Title: Interim CEO