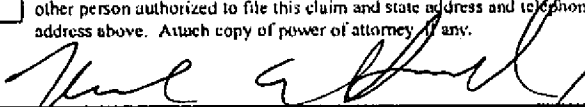


UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA Debtor against which claim is asserted: (Check only ONE debtor below)		PROOF OF CLAIM
<input checked="" type="checkbox"/> On-Site Sourcing, Inc. 09-10816-RGM	<input type="checkbox"/> DocuForce Financial Corp. 09-10817-RGM	<input type="checkbox"/> On-Site LA, Inc. 09-10818-RGM
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): McKinney Place Partners, Ltd.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Melissa A. Haselden/Weycer Kaplan Pulaski & Zuber, P.C. 11 Greenway Plaza, Suite 1400 Houston, TX 77046 Telephone number: (713) 961-9045		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>278,222.24</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: _____
2. Basis for Claim: <u>prepetition rent & rejection damages under lease</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(H) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>6-15-09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Melissa A. Haselden		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Attorney for McKinney Place Partners, Ltd.
FILED

JUN 17 2009

BMC GROUP

On-Site Sourcing, Inc.



00215

CLAIM

Rejection Calculation		Total Rent
		17,076.39
		X 12 months
	Subtotal Rejection Amount	204,916.68

Repair & cleanup costs
associated with abandonment
of premises

5000.00

TOTAL REJECTION CLAIM

209,916.68

TOTAL PREPETITION RENT
(Nov 2008-Feb 2008 -
\$17,076.39 x 4)

68,305.56

TOTAL UNSECURED CLAIM

\$278,222.24

EXHIBIT "A"

WETZGER, KAPLAN, PULASKI & ZUBER, P.C.
ATTORNEYS AT LAW

STANFORD G. COHEN
Esquire

ELIOT GREENWAY PLAZA
SUITE 1400
HOUSTON, TEXAS 77046
TELEPHONE (713) 961-0047
FACSIMILE (713) 961-0341

STANFORD G. COHEN
Vice President
McKinney Place Realty, LLC

McKinney Place Realty, LLC
Vice President
McKinney Place Realty, LLC

January 11, 2009

CERTIFIED MAIL, RECEIPT -
RETURN REQUEST REQUESTED AND REGULAR MAIL

On-Site E-Discovery
Attention: President
2011 Cypress Drive, Suite 200
Arlington, VA 22202

RE: LEASE AGREEMENT ("LEASE"), BY AND BETWEEN MCKINNEY PLACE
PARTNERS, L.P., AS "LANDLORD", AND ON-SITE E-DISCOVERY, AS
"TENANT", COVERING THE PREMISES LOCATED AT 955 MCKINNEY, 950
MAIN, SUITES 1260, 1280 AND 1280A, HOUSTON, HARRIS COUNTY, TEXAS
77002

Dear Sir:

As you know, our law firm has been retained by the Landlord to represent its interests in
the Lease. Our client is disappointed that you have ignored my earlier demand letter dated
December 30, 2008, and the current events of default under the Lease have not been timely
cured. Such events of default continue to remain outstanding as of the date hereof.

Accordingly, effective the date hereof, the Landlord has elected to terminate Tenant's
possession of the subject leased premises. Notwithstanding termination of possession as stated
above, the Landlord shall continue to hold Tenant liable for all obligations that have and will
accrue under the Lease, including, but not limited to the payment of rent and other charges due.
Landlord herein reserves all rights and remedies under the Lease, in law and at equity.

Thank you for your immediate attention to this matter.

Very truly yours,

Philip Schneiderman

SGC(wj)

cc: Philip Schneiderman
(McKinneyPlaceRealty,LLC)

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is made and entered into by the undersigned
landlord (the "Landlord") as of the 10 day of April 2004.

The Landlord has entered into that certain Lease dated September 27, 2000 and as
amended to date, with Document Solutions, Inc., as Tenant, and Woodbranch Partners, Ltd.,
as Landlord, whose successor in interest is McKinney Place Partners, Ltd.

Document Solutions, Inc. ("DSI") has notified the Landlord, and the Landlord is
aware that: (i) DSI has entered into an Asset Purchase Agreement with On-Site Sourcing
Inc. ("On-Site") whereby DSI will sell substantially all of its assets to On-Site (the "Asset
Sale"); (ii) following consummation of the Asset Sale, On-Site will assume the obligations of
the tenant under the Lease; (iii) under terms of Section 7.1 of the Lease, the Asset Sale will
or may constitute an assignment and/or transfer requiring the written consent and approval of
the Landlord.

The Landlord hereby: (a) consents to the Asset Sale and any assignment and/or
transfer of the Lease resulting therefrom; (b) acknowledges that following the Asset Sale,
On-Site will assume the obligations of the tenant under the Lease; (c) acknowledges that as
of the date hereof, DSI is not in default of its obligations under the Lease, and that the Asset
Sale does not constitute a default thereunder; and (d) acknowledges that DSI and On-Site will
rely upon this Landlord's Consent in consummating the Asset Sale.

IN WITNESS WHEREOF, the Landlord has executed this agreement as of the date
first set forth above.

Landlord: McKinney Place Partners, Ltd.

By:  Partner
McKinney Place Realty, LLC, its General

By: Philip Schneiderman, CPM, CSM
Title: Vice President - McKinney Place Realty, LLC

ON-SITE SOURCING, INC.
STATEMENTS OF OPERATIONS
(Unaudited)

	Unaudited Three Months Ended December 31 2003	Unaudited Three Months Ended December 31 2002	Unaudited Twelve Months Ended December 31 2003	Unaudited Twelve Months Ended December 31 2002
Revenue	\$ 9,374,474	\$ 8,900,306	\$ 31,734,661	\$ 33,034,470
Costs and expenses				
Cost of sales	5,917,905	5,167,569	22,346,363	20,609,073
	4,330,509	3,792,537	13,482,793	14,420,458
Selling expense	1,203,570	1,120,736	4,304,969	4,304,940
Administrative expense	1,638,400	2,092,776	6,477,158	8,106,398
	2,971,890	3,213,512	11,022,167	12,411,433
Earnings from operations	1,408,709	579,425	2,466,126	1,913,125
Other income (Expense)	(101,508)	(30,197)	(6,992)	(18,320)
Interest Expense	(145,260)	(191,117)	(636,611)	(780,073)
	(247,268)	(221,314)	(643,603)	(798,403)
Income from continuing operations before income taxes	1,161,341	358,111	1,822,523	1,114,722
Provision for income taxes	524,350	83,079	702,443	232,758
Income from continuing operations	637,091	275,032	1,120,080	881,963
Discontinued operations (Note 3):				
Income (loss) from operations of discontinued (acquiring) business, net of income tax benefit	(7,130)	(179,946)	(186,807)	(663,946)
Gain on sale of building, net of income tax	512,353	0	512,853	-
Loss on disposal of CIB business, net of corporate tax benefit	0	0	(406,077)	-
Net (Loss) Earnings	\$ 1,142,766	\$ 92,086	\$ 936,026	\$ 137,017
Earnings (loss) per common share	\$ 0.20	\$ 0.02	\$ 0.17	\$ 0.03
Basic - diluted	\$ 0.20	\$ 0.02	\$ 0.17	\$ 0.03
Weighted average common shares outstanding	5,739,225	5,475,650	5,490,629	5,397,266
Dividend earnings per share	\$ 0.30	\$ 0.02	\$ 0.17	\$ 0.02
Dividend shares Outstanding	5,678,369	5,525,435	5,581,794	5,620,172

ON-SITE SOURCING, INC.
BALANCE SHEETS
(Unaudited)

	December 31, 2003	December 31, 2002
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,329	\$ 2,411,672
Accounts receivable, net	8,137,022	9,438,864
Assets held for sale	-	-
Prepaid expenses	280,885	312,729
Prepaid income taxes	238,469	284,601
Prepaid insurance	-	-
Deferred tax asset	104,688	37,572
Notes receivable	48,482	210,458
Total current assets	8,805,036	12,657,596
Property and equipment, net	1,694,300	2,594,270
OTHER ASSETS		
Goodwill	604,443	604,443
Intangible assets	604,443	-
Deferred tax asset, non-current	-	-
Other assets	132,762	112,429
	\$ 21,486,581	\$ 15,364,738
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ 2,400,454	\$ -
Current portion of long-term debt	1,201,396	581,352
Accounts payable	1,497,280	1,457,620
Notes payable	1,378,628	1,621,090
Accrued and other liabilities	1,097,224	1,697,224
Total current liabilities	7,575,082	4,357,286
NON-CURRENT LIABILITIES		
Long-term debt, net of current portion	4,627,180	-
Deferred rent	232,747	232,746
Deferred income taxes	264,896	-
Interest rate swap contract liability	913,564	-
Total liabilities	13,402,669	4,620,080
Commitments and contingencies		
STOCKHOLDERS' EQUITY		
Common stock, \$0.01 per share, 20,000,000 shares authorized		
5,739,225 and 5,475,650 shares issued and 5,590,225 and 5,490,629 shares outstanding, respectively	31,852	31,852
Preferred stock, \$0.01 per share, 1,000,000 shares authorized, no shares issued and outstanding	-	-
Additional paid-in capital	1,882,513	9,071,392
Other Comprehensive Income	(331,443)	-
Treasury stock (113,399 shares of common)	(704,172)	(704,172)
Retained earnings	3,894,807	2,444,833
Total stockholders' equity	4,935,710	11,777,005
Total liabilities and stockholders' equity	\$ 18,338,379	\$ 27,137,743

BMS MANAGEMENT, INC.

CHARTER SOLUTIONS, INC. STATEMENTS OF CASH FLOWS (Continued)

	Three Months Ended December 31	Three Months Ended December 31	Three Months Ended December 31
	2003	2002	2001
Cash flows from operating activities			
Net income (loss)	\$ 1,342,785	\$ 90,046	\$ 930,025
Adjustments to reconcile net income (loss) to net cash			
(used in) provided by operations			
Depreciation	465,739	633,061	2,305,162
(Gain) Loss on disposal of assets	143,000	(189,990)	135,938
(Gain) Loss on disposal of (CO) assets	(9)	-	33,604
(Gain) Loss on disposal of (Land and Building)	(1,633,670)	-	(1,633,670)
Provision for bad debts	-	238,187	238,187
Deferred income taxes	-	40,615	49,615
Changes to assets and liabilities	303,744	(53,096)	91,048
Accounts receivable	(640,500)	423,575	(104,030)
Notes receivable	(504,330)	(904,350)	(904,350)
Prepaid expenses	24,900	1,891	102,265
Prepaid expenses	24,663	(643,373)	(44,663)
Prepaid expenses	-	171,046	-
Income tax receivable	-	(840,862)	(840,862)
Deferred tax asset	324,863	134,489	684,134
Other assets	(47,719)	(1,066)	67,006
Accounts payable and accrued expenses	(471,633)	(1,066)	48,338
Income tax payable	90,128	133,326	(463,189)
Deferred tax	(3,189)	-	1,653,105
STOCK Liability	(626,697)	17,241	(3,003)
Income (decrease) in provision for income taxes	28,735	(238,697)	(238,697)
Total adjustments	(1,571,300)	1,728,920	461,211
Net cash provided by operating activities	\$ (228,515)	\$ 1,818,966	\$ 1,391,236
Cash flows from investing activities			
Acquisition of property and equipment	(134,360)	103,391	(698,949)
Proceeds from disposals of equipment	11,520	22,243	11,534,734
Receipt of payments on notes receivable	6,663	11,415	43,331
Net cash used in investing activities	\$ (116,277)	\$ 136,949	\$ 1,079,116
Cash flows from financing activities			
Proceeds from financing activities	-	79,348	190,915
Payments under long-term debt agreements	(6,303,507)	(323,117)	(7,413,749)
Long term debt borrowing	-	-	1,250,000
Borrowing under line of credit	3,853,441	3,853,422	17,119,452
Payments on line of credit	(3,880,682)	(4,879,173)	(20,980,863)
Net cash provided by financing activities	\$ (2,530,666)	\$ (1,249,546)	\$ (7,024,252)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ (2,824,448)	\$ (270)	\$ 836,194
Cash and cash equivalents, beginning	\$ 4,170	\$ 4,391	\$ 1,315
Cash and cash equivalents, ending	\$ (2,820,278)	\$ (270)	\$ 2,151,389

ACKNOWLEDGMENT OF FOURTH AMENDMENT TO LEASE AGREEMENT

DATE OF LEASE: June 30, 2003
 LANDLORD: Woodbranch Partners, Ltd.
 ADDRESS: c/o BMS Management, Inc.
 4245 San Felipe, #750
 Houston, Texas 77027
 TENANT: Document Solutions, Inc.
 ADDRESS: 930 Main, Suite 7260
 Houston, Texas 77002
 SQUARE FEET IN
 NET RENTABLE AREA: 1,170
 BUILDING ADDRESS: 930 Main Street
 Houston, Texas 77002

The undersigned, parties further acknowledge that the commencement date and termination date of the initial term of the Lease are as follows:

TERM: 7 years, 9 months, 9 days

COMMENCEMENT DATE: September 21, 2003

TERMINATION DATE: June 30, 2011

TENANT: LANDLORD:

DOCUMENT SOLUTIONS, INC.

WOODBRANCH PARTNERS, LTD.

BY: *Robert Okeza*

BY: *Robert Okeza*

Name: Robert Okeza

Name: Robert Okeza

Title: President

Title: President

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT OF LEASE is entered into this 30th day of June, 2013 ("Fourth Amendment") by and between WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord") and DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION ("Tenant")

RECITALS:

WHEREAS, on September 27, 2009, Landlord and Tenant entered into a Lease Agreement ("Lease"), for approximately 4,000 square feet of the street level floor at the corner of Main and McKinney with an address of 855 McKinney ("Premises") for a term of one hundred twenty-one (121) months effective June 1, 2001 and expiring on June 30, 2011 ("Term"), on the property as described more particularly in said Lease ("Property"), and

WHEREAS, on January 28, 2002, the Lease was amended by the FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") expanding the Premises an additional 486 square feet ("Expansion Area #1") for a new total of 4,486 square feet, and

WHEREAS, on January 28, 2002, the Lease was amended by the SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") expanding the Premises an additional 1,597 square feet known as Suite T-280 ("Expansion Area #2") for a new total of 6,083 square feet, and

WHEREAS, on January 14, 2003, the Lease was amended by the THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") extending the Lease Term for Expansion Area #2 to expire June 30, 2011 and expanding the Premises an additional 701 square feet known as Suite T-280 ("Expansion Area #3") for a new total of 6,784 square feet, and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived herefrom, notwithstanding anything to the contrary in the Lease, Landlord and Tenant agree as follows:

1 Effective upon execution of this Fourth Amendment, the Term for a portion of the Premises consisting of Suite 953 and Expansion Area #1 (Suite 953-A) ("Extended Space"), shall be extended an additional thirty-six (36) months to expire June 30, 2014 ("Extended Term")

2 Tenant's Fixed Rent for the Extended Term shall be as follows:

Suite #555	
07/01/11 - 06/30/14	\$24.00 per annum
Suite #555A	
07/01/11 - 06/30/14	\$6.00 per annum

3 Tenant's Renewal Option in accordance with the Lease shall remain in full force and effect for the Extended Space if exercised in accordance with Section 1.4 of the Lease prior to the expiration of the Extended Term

4 Effective August 1, 2003 or upon substantial completion of improvements in accordance with Exhibit "C" attached hereto ("Expansion Date #4"), the Leased Premises shall be expanded an additional 1,170 square feet known as Suite T-260 and shown on Exhibit "A" attached hereto ("Expansion Area #4") for a new total of 7,954 square feet. Such Expansion Area #4 shall expire on June 30, 2011

5 Upon the Expansion Date #4 herein, Tenant's Fixed Rent for the Expansion Area #4 shall be as follows:

Time Period	Rental Rate per Floor Area per Annum	Monthly Rental Payment
Expansion Date - 06/30/07	\$15.00 per sq/ft/annum	\$1,462.50 per month
06/30/07 - 06/30/11	\$16.50 per sq/ft/annum	\$1,608.75 per month

6 Upon the Expansion Date #4 herein, Section 3.3 ("Additional Rent") of the Lease shall apply to the Expansion Area #4 in the amount of \$4.25 per square foot and increased three percent (3%) per year thereafter

7 Landlord shall complete improvements to Expansion Area #4 in accordance with Exhibit "C" attached hereto and make a part hereof

8 Tenant shall submit with this executed Fourth Amendment additional Security Deposit in the amount of \$1,608.75 for a new Security Deposit total of \$9,903.63. In addition, Tenant shall submit first month's Minimum and Additional Rent due on the Expansion Area #4 in the amount of \$1,876.87

9 On the Expansion Date #4 herein, the following ("Right of First Refusal") shall be added to the Lease and made a part hereof:

"Provided Tenant is not in default and subject to existing tenant's rights, Tenant shall have a one time first right of refusal on a portion of the tunnel space known as Suite T-270 which is approximately 3,000 square feet of rentable area and shown on Exhibit "B" attached hereto ("Refusal Space"). Upon Landlord receiving a bona fide third party offer ("Offer") to lease the Refusal Space, or any portion thereof, which Offer Landlord desires to accept, Landlord shall notify Tenant of the Offer in writing. Tenant shall then have three (3) working days from the notification date to notify Landlord in writing of its acceptance of the Refusal Space on the same terms as set forth in the Offer. If Tenant does not notify Landlord in writing within the specified time, Tenant shall be deemed to have waived such first right of refusal and Landlord shall be free to lease the Refusal Space.

This Right of First Refusal is not transferable to any assignee or sublessee."

10 The parties herein acknowledge that the parties and their respective attorneys have reviewed this Fourth Amendment and each party negotiated the terms hereof and that the mutual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Fourth Amendment or any exhibits hereto or any amendments hereof

11 The submission and negotiation of this Fourth Amendment shall not be deemed an offer to enter into a binding lease by the Landlord, but merely submission of such an offer by Tenant, and this Fourth Amendment shall not be deemed a binding lease unless and until this Fourth Amendment is fully executed by both Landlord and Tenant

12 This Fourth Amendment and Exhibits attached hereto have been mutually negotiated by Landlord and Tenant, and any ambiguity shall not be interpreted in favor of either party

13 This Fourth Amendment will be binding on the parties hereto, their respective successors and assigns

14 Except as amended by this Fourth Amendment, the Lease will remain in full force and effect

15. All capitalized terms herein which are not defined herein will have the same definitions given such terms in said Lease.

16. It is expressly agreed by Tenant, as a material consideration for the execution of this Fourth Amendment by Landlord, that this Fourth Amendment, with the specific references to within certain documents herein, is the entire agreement of the parties; that there are, and were no verbal representations, warranties, understanding, stipulations, agreements or promises pertaining to this within Fourth Amendment which are not incorporated in writing in this Fourth Amendment. It is likewise agreed that this Fourth Amendment may not be altered, waived, amended or extended except by an instrument in writing executed by both Tenant and Landlord.

17. Landlord and Tenant represent and warrant to each other that they have not dealt with any real estate brokers other than Mosley Commercial Real Estate representing the Landlord, in connection with this Fourth Amendment. Landlord shall be solely responsible for paying the listing commissions to the aforementioned brokers. Landlord and Tenant agree to indemnify, defend and hold the other harmless for any loss, cost, liability or expense suffered or incurred by the other party as a result of a claim or claims for brokerage commissions, finder's fees or similar fees from any third party based on the act or omission of the party in breach of warranty described above.

[This Section Intentionally left blank]

EXECUTED, this 2nd day of July, 2003.

LANDLORD:

WOODBENCH PARTNERS, LTD., A TEXAS LIMITED
PARTNERSHIP
BY: WOODBRANCH REALTY CORP., A TEXAS
CORPORATION, ITS SOLE GENERAL PARTNER

BY: [Signature]
PRESIDENT

TENANT:

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

BY: [Signature]
NAME: Robert D. Duda
TITLE: President

The undersigned guarantor herein consents and approves the foregoing Fourth Amendment. The undersigned a Guaranty Agreement dated September 27, 2000 shall continue to cover the Lease as amended and such Guaranty Agreement is herein confirmed and ratified to be in full force and effect.

[Signature]
Name: Robert D. Duda
Title: President
Date: 6/30/03

[Signature]
Name: Henry Sullivan
Title: Vice President
Date: 6-30-03

Signature Page for Fourth Amendment dated June 30, 2003
By and between Woodbranch Partners, Ltd. ("Landlord")
And Document Solutions, Inc. ("Tenant")

EXHIBIT "C"

CONSTRUCTION WORK TO BE PERFORMED IN EXPANSION AREA #4

1. Landlord and Tenant herein agree that the final plans and specifications approved by Landlord and Tenant are dated June 27, 2003 and are attached hereto as Exhibit C-1 and are referred to herein as the "Final Plans" for the Expansion Area #4.

2. Landlord shall select a contractor to perform the work to be done (the "Finish Out Work") in Expansion Area #4 according to the Final Plans. Within a reasonable time after selection of the general contractor, the Landlord shall cause commencement of construction of the Finish Out Work.

3. Landlord, at Landlord's sole cost and expense, shall tender the Finish Out Work in accordance with the Final Plans attached hereto ("Buildout Allowance"). It is understood and agreed that all costs relating to or in connection with Finish Out Work which exceeds the Buildout Allowance shall be paid by Tenant to Landlord within ten (10) days after written demand therefor. It is also understood that in the event the cost of the Finish Out Work shall be less than the Buildout Allowance, no portion of the Buildout Allowance, thereof shall be payable to Tenant but shall be retained by Landlord. Landlord shall provide space planning through its designated architect, including preliminary pricing plans with up to two (2) major revisions.

4. Tenant hereby acknowledges that the Tenant's Plans and Finish Out Work will not include the installation of Tenant's telephone and/or data wiring and equipment within the Premises. This work is Tenant's Finish Work. This and all Tenant's Finish Work is to be contracted for by Tenant at Tenant's expense. All Tenant's telephone, data wiring and associated equipment must be located within the Premises.

5. If, after commencement of construction by Landlord, Tenant shall request, in writing, any change, additions or alterations to the Final Plans or in the Finish Out Work, Tenant shall submit to Landlord complete plans and specifications relating to such change, addition or alteration, all of which shall be subject to Landlord's prior written approval. Prior to commencing any change, addition or alteration, Landlord, or Landlord's contractor, shall prepare and deliver to Tenant, for Tenant's approval, a change order setting forth the cost of such change, which cost shall include associated architectural, engineering and construction contractor's fees, if any. If Tenant fails to approve such change order, in writing, within five days after delivery of the same by Landlord, Tenant shall be deemed to have withdrawn the proposed change and Landlord shall not be obligated to change the Final Plans or any of the construction of the Finish Out Work. If Tenant timely approves such change order, as aforesaid, Tenant shall immediately (not later than 5 business days after approval of any such change order by Tenant) pay to Landlord any amounts resulting from or in connection with such change order to the extent that such change order results in costs or charges which will exceed the Buildout Allowance.

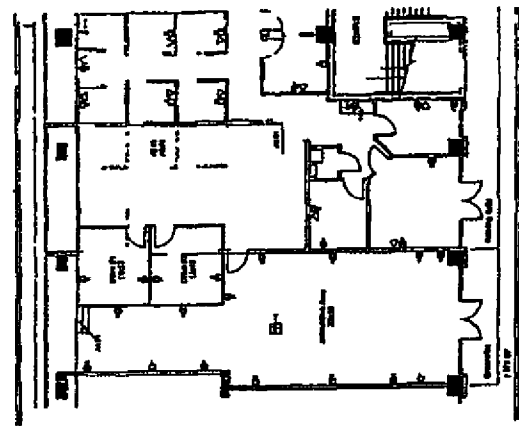
6. Landlord shall take whatever action necessary to obtain and maintain all authorizations, approvals and permits required by any governmental authority for the Finish Out Work. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

7. Landlord shall grant approval to Tenant and its agents to enter Expansion Area #4 prior to completion of Landlord's work and at times satisfactory to and approved in advance, in writing, by Landlord. The foregoing approval to enter is conditioned upon Tenant (and Tenant's agents, representatives, contractors or employees) not interfering with Landlord's contractors in the conduct of their work in the Expansion Area #4. If at any time such entry by Tenant shall cause delay or interference with the contractors, laborers or materialmen working in the Expansion Area this approval may be immediately withdrawn by Landlord upon notice to Tenant. Landlord shall not be liable in any way for injury, loss or damage which may occur to Tenant's property, or any agent, employee or representative of Tenant that may occur as a result of entry into the Expansion Area #4 during the construction work by Landlord as provided for herein, and it is recognized and understood by Tenant that such entry shall be solely at Tenant's risk. Further, in the event Tenant's entry into the Expansion Area #4 shall cause a delay in commencement or completion of construction of the improvements therein and shall result in the increase in the cost to Landlord, Tenant shall be responsible for all costs and expenses in connection with such delay and Landlord shall not be charged with any delay whatsoever as a result thereof.

8. The improvements and Finish Out Work in the Expansion Area #4 shall be considered to be substantially complete, and the Expansion Area #4 shall be deemed ready for Tenant's occupancy, for all purposes when so certified by Landlord or Landlord's Architect.

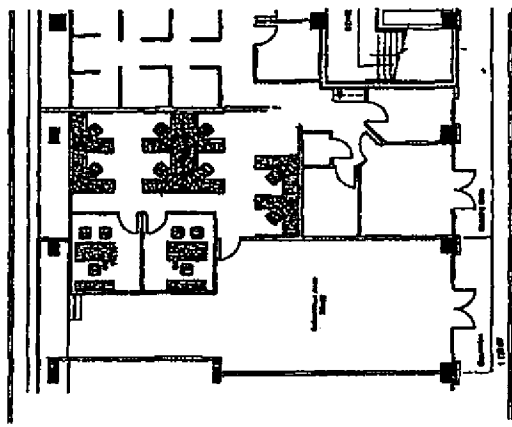
9. A default by either party hereunder is an Event of Default under the Lease Agreement and each party shall be entitled to any other remedies provided for under the Lease Agreement.

EXHIBIT "C-1"
FINAL PLANS



- Notes:**
1. All work to be completed by 10/1/2007.
 2. All work to be completed by 10/1/2007.
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 100. All work to be completed by 10/1/2007.

Document Solutions
McKinney, Texas
75061-1234
2007-01-01



THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT OF LEASE is entered into this 14th day of January, 2003 ("Third Amendment") by and between WOODRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord") and DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION ("Tenant")

RECITALS:

WHEREAS, on September 27, 2000, Landlord and Tenant entered into a Lease Agreement ("Lease"), for approximately 4,000 square feet of the street level floor at the corner of Main and McKinney with an address of 955 McKinney ("Premises") for a term of one hundred (100) months effective June 1, 2001 and expiring on June 30, 2011 ("Term"), on the property as described more particularly in said Lease ("Property"), and

WHEREAS, on January 28, 2002, the Lease was amended by the FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") expanding the Premises an additional 486 square feet ("Expansion Area #1") for a new total of 4,486 square feet, and

WHEREAS, on January 28, 2002, the Lease was amended by the SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") expanding the Premises an additional 1,577 square feet known as Suite T-280 ("Expansion Area #2") for a new total of 6,063 square feet, and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, notwithstanding anything to the contrary in the Lease, Landlord and Tenant agree as follows:

1. The Term for Expansion Space #2 (Suite T-280) which currently expires on May 31, 2007, shall be extended by forty nine (49) months to expire commensurately with 955 McKinney on June 30, 2011
2. Tenant's Fixed Rent for the Expansion Area #2 extension shall be as follows:

June 1, 2007 - June 30, 2011	\$16.50 per sq/foot	\$67,500.00 per month
------------------------------	---------------------	-----------------------
3. Effective March 1, 2003 or upon substantial completion of improvements in accordance with Exhibit "B" attached hereto ("Expansion Date #3"), Expansion Space #2 (Suite T-280) of the Premises shall be expanded by an additional 701 square feet as shown on Exhibit "A" attached hereto ("Expansion Area #3") for a new total of 6,764 rentable square feet. The Term for Expansion Space #3 shall be commensurate with the rest of the Premises to expire June 30, 2011
4. Upon the Expansion Date #3 herein, Tenant's Fixed Rent for the Expansion Area #3 shall be as follows:

Expansion Date #3 - 05/31/07	\$15.00 per sq/foot	\$876.25 per month
06/01/07 - 06/30/11	\$16.50 per sq/foot	\$943.88 per month
5. Effective on Expansion Date #3, Section 3.3 ("Additional Rent") of the Lease shall apply to the Expansion Area #3 in the amount of \$4.12 per square foot and increased three percent (3%) per year thereafter
6. Landlord shall complete improvements to Expansion Space #3 in accordance with Exhibit "B" attached hereto and made a part hereof

7 Tenant shall submit with this executed Third Amendment additional Security Deposit in the amount of \$963.88 for a new Security Deposit total of \$3,256.88. In addition, Tenant shall submit first month's Minimum and Additional Rent due on Expansion Space #1 in the amount of \$1,116.93.

8 Landlord, at Landlord's expense, shall install any needed signage as may be required by Landlord for Suite 280.

9 Landlord, in connection with Tenant executing this Third Amendment, shall forgive Tenant's debt owed in connection with the tenant improvements to Expansion Space #2 in the amount of \$3,350.00.

10 The parties hereto acknowledge that the parties and their respective attorneys have reviewed this Third Amendment and each party negotiated the terms hereof and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Third Amendment or any exhibits hereto or any amendments hereto.

11 The submission and negotiation of this Third Amendment shall not be deemed an offer to enter into a binding lease by the Landlord, but merely solicitation of such an offer by Tenant, and this Third Amendment shall not be deemed a binding lease unless and until this Third Amendment is fully executed by both Landlord and Tenant.

12 This Third Amendment and Exhibits attached hereto have been mutually negotiated by Landlord and Tenant, and any ambiguity shall not be interpreted in favor of either party.

13 This Third Amendment will be binding on the parties hereto, their respective successors and assigns.

14 Except as amended by this Third Amendment, the Lease will remain in full force and effect.

15 All capitalized terms herein which are not defined herein will have the same definitions given such terms in said Lease.

16 In the event there is a conflict between the terms hereof and said Lease, this instrument shall control for all purposes.

17 It is expressly agreed by Tenant, as a material consideration for the execution of this Third Amendment by Landlord, that this Third Amendment, with the specific references to written certain documents herein, is the entire agreement of the parties, that there are, and were no verbal representations, warranties, understanding, stipulations, agreements or promises pertaining to this written Third Amendment which are not incorporated in writing in this Third Amendment. It is likewise agreed that this Third Amendment may not be altered, waived, amended or extended except by an instrument in writing executed by both Tenant and Landlord.

[This section is intentionally left blank]

EXECUTED, this 14th day of January, 2003

LANDLORD.

WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP
BY: WOODBRANCH REALTY CORP., A TEXAS CORPORATION, ITS SOLE GENERAL PARTNER

Robert D. Quigley
BY: Robert D. Quigley PRESIDENT

TENANT

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

BY: Robert D. Quigley Pres.

NAME: Robert D. Quigley

TITLE: President

The undersigned guarantor herein consents and approves the foregoing Second Amendment. The undersigned's Guaranty Agreement dated September 27, 2000 shall continue to cover the Lease as amended and such Guaranty Agreement is herein confirmed and ratified to be in full force and effect.

Robert D. Quigley
Name: Robert D. Quigley
Title: President
Date: 1-14-03

Henry Salazar
Name: Henry Salazar
Title: Vice President
Date: 1-14-03

Signature Page for Third Amendment dated January 14, 2003
By and between Woodbranch Partners, Ltd. ("Landlord")
And Document Solutions, Inc. ("Tenant")

EXHIBIT "B"

CONSTRUCTION WORK TO BE PERFORMED IN EXPANSION SPACE #3

1. Landlord and Tenant herein agree that the final plans and specifications approved by Landlord and Tenant are dated December 4, 2012 and are attached hereto as Exhibit B-1 and are referred to herein as the "Final Plans" for the Expansion Area #3.
2. Landlord shall select a contractor to perform the work to be done (the "Finish Out Work") in Expansion Space #3 according to the Final Plans. Within a reasonable time after selection of the general contractor, the Landlord shall cause commencement of construction of the Finish Out Work.
3. Landlord, at Landlord's sole cost and expense, shall turnkey the Finish Out Work in accordance with the Final Plans attached hereto ("Buildout Allowance"). It is understood and agreed that all costs relating to or in connection with Finish Out Work which exceeds the Buildout Allowance shall be paid by Tenant to Landlord within ten (10) days after written demand therefor. It is also understood that in the event the cost of the Finish-Out Work shall be less than the Buildout Allowance, no portion of the Buildout Allowance, thereof shall be payable to Tenant but shall be retained by Landlord. Landlord shall provide space planning through its designated architect, including preliminary pricing plans with up to two (2) major revisions.
4. Tenant hereby acknowledges that the Tenant's Plans and Finish Out Work will not include the installation of Tenant's telephones and/or data wiring and equipment within the Premises. This work is Tenant's Finish Work. This and all Tenant's Finish Work is to be connected for by Tenant at Tenant's expense. All Tenant's telephones, data wiring and associated equipment must be located within the Premises.
5. If after commencement of construction by Landlord, Tenant shall request, in writing, any changes, additions or alterations in the Final Plans or in the Finish Out Work, Tenant shall submit to Landlord complete plans and specifications relating to such change, addition or alteration, all of which shall be subject to Landlord's prior written approval. Prior to commencing any change, addition or alteration, Landlord, or Landlord's contractor, shall prepare and deliver to Tenant, for Tenant's approval, a change order setting forth the cost of such change, which cost shall include associated architectural, engineering and construction contractor's fees, if any. If Tenant fails to approve such change order, in writing, within five days after delivery of the same by Landlord, Tenant shall be deemed to have withdrawn the proposed change and Landlord shall not be obligated to change the Final Plans or any of the construction of the Finish Out Work. If Tenant timely approves such change order, as aforesaid, Tenant shall immediately (not later than 5 business days after approval of any such change order by Tenant) pay to Landlord any amounts resulting from or in connection with such change order to the extent that such change order results in costs or charges which will exceed the Buildout Allowance.
6. Landlord shall take whatever action necessary to obtain and maintain all authorizations, approvals and permits required by any governmental authority for the Finish Out Work. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.
7. Landlord shall grant approval to Tenant and its agents to enter Expansion Space #3 prior to completion of Landlord's work and at times satisfactory to and approved in advance, in writing, by Landlord. The foregoing approval to enter is conditioned upon Tenant (and Tenant's agents, representatives, contractors or employees) not interfering with Landlord's construction in the conduct of their work in the Expansion Space #3. If at any time such entry by Tenant shall cause disturbance or interference with the construction, laborers or maintenance working in the Expansion Space this approval may be immediately withdrawn by Landlord upon notice to Tenant. Landlord shall not be liable in any way for injury, loss or damage which may occur to Tenant, Tenant's property, or any agent, employee or representative of Tenant that may occur as a result of entry into the Expansion Space #3 during the construction work by Landlord as provided for herein, and it is recognized and understood by Tenant that such entry shall be solely at Tenant's risk. Further, in the event Tenant's entry into the Expansion Space #3 shall cause a delay in commencement or completion of construction of the improvements thereof and shall result in the increase in the cost to Landlord, Tenant shall be responsible for all costs and expenses in connection with such delay and Landlord shall not be charged with any delay

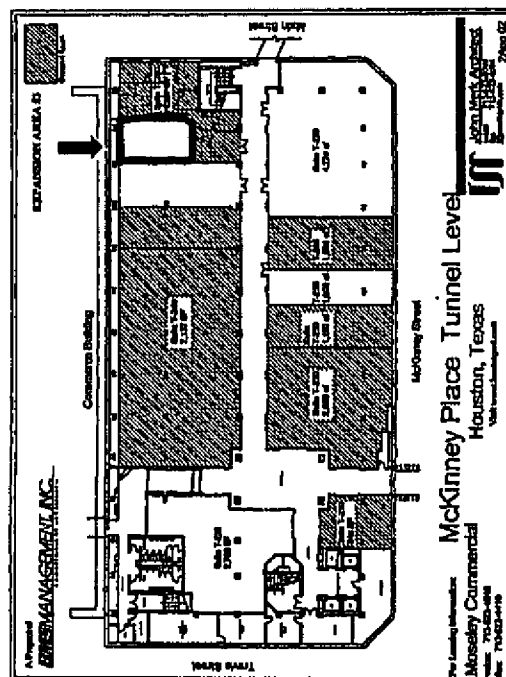


EXHIBIT "A"
EXPANSION AREA #3

8. The improvements and Finish Out Work in the Expansion Space #3 shall be considered to be substantially complete, and the Expansion Space #3 shall be deemed ready for Tenant's occupancy, for all purposes when so certified by Landlord or Landlord's Architect.

9. A default by either party hereunder is an Event of Default under the Lease Agreement and each party shall be entitled to any other remedies provided for under the Lease Agreement.

Exhibits in court
The following exhibits were introduced in evidence in the case of *People v. ...* during the trial held in the County Court of ...

- 1. Field of new water and all water circuitry by contractor
- 2. Patch existing carpet where walls were removed.
- 3. Repaint all walls where noted.
- 4. New building standard carpet & 3/4" rubber floor cushion noted

Document Solutions
McKinney Garage
 District Level Expansion 701 S

John Marks Architects
1000 15th St. N.
Suite 1000
Minneapolis, MN 55403
612.338.1100
www.jma-arch.com

BMS MANAGEMENT, INC.

ACKNOWLEDGEMENT OF SECOND AMENDMENT TO LEASE AGREEMENT

DATE OF LEASE February 13, 2002

LANDLORD Woodbranch Partners, Ltd.

ADDRESS c/o BMS Management, Inc.
4265 San Felipe, #750
Houston, Texas 77002

TENANT Document Solutions, Inc.

ADDRESS 930 Main, Suite T280
Houston, Texas 77002

SQUARE FEET IN NET RENTABLE AREA 1,597

BUILDING ADDRESS 930 Main Street
Houston, Texas 77002

The undersigned parties further acknowledge that the commencement date and termination date of the initial term of the Lease are as follows:

TERM 60 Months

COMMENCEMENT DATE June 1, 2002

TERMINATION DATE May 31, 2007

TENANT LANDLORD:

DOCUMENT SOLUTIONS, INC. WOODBRANCH PARTNERS, LTD.

BY: Robert Ovarada Phil Schindler

Name Robert Ovarada NAME Phil Schindler, CPA, CSM

Title President TITLE President/BMS Management,
Inc. as Managing Agent for
Landlord

4265 San Felipe, Suite 750 • Houston, Texas 77002
Tel: (713) 621-8222 • Fax: (713) 621-4025

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT OF LEASE is entered into this 13th day of February, 2002 ("Second Amendment") by and between WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord") and DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION ("Tenant").

RECITALS

WHEREAS, on September 27, 2000, Landlord and Tenant entered into a Lease Agreement ("Lease"), for approximately 4,000 rentable square feet of the street level floor at the corner of Main and McKinney for a term of one hundred twenty-one (121) months effective June 1, 2001 and expiring on June 30, 2011 ("Term"), on the Property and described more particularly in said Lease ("Leased Premises"); and

WHEREAS, on January 28, 2002, the Lease was amended by the FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") expanding the Leased Premises an additional 486 rentable square feet ("Expansion Area #1") for a new total of 4,486 rentable square feet; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, notwithstanding anything to the contrary in the Lease, Landlord and Tenant agree as follows:

- Effective March 1, 2002 or upon substantial completion of improvements in accordance with Exhibit "C" attached hereto ("Expansion Area #2") the Leased Premises shall be expanded into the tunnel level by an additional 1,574 square feet as shown on Exhibit "A" attached hereto ("Expansion Area #2") for a new total of 6,060 rentable square feet, for a term of sixty (60) months from the Expansion Date as defined herein.
- Upon the Expansion Date herein, Tenant's Fixed Rent for the Expansion Area #2 shall be as follows:
Expansion Area #2 (1,597 sq ft) \$15.00 per sq ft minimum \$1,996.25 per month
- Upon the Expansion Date herein, Section 3.3 ("Additional Rent") of the Lease shall apply to the Expansion Area #2.
- Landlord shall complete improvements in accordance with Exhibit "C" attached hereto and make a part hereof.
- The parties hereto acknowledge that the parties and their respective attorneys have reviewed this Second Amendment and each party negotiated the terms hereof and that the actual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Second Amendment or any exhibits hereto or any amendments hereof.
- The submission and negotiation of this Second Amendment shall not be deemed an offer to enter into a binding lease by the Landlord, but merely solicitation of such an offer by Tenant; and this Second Amendment shall not be deemed a binding lease unless and until this Second Amendment is fully executed by both Landlord and Tenant.

7. This Second Amendment and Exhibits attached hereto have been unconditionally negotiated by Landlord and Tenant, and any ambiguity shall not be interpreted in favor of either party.
8. This Second Amendment will be binding on the parties hereto, their respective successors and assigns.
9. Except as amended by this Second Amendment, the Lease will remain in full force and effect.
10. All capitalized terms herein which are not defined herein will have the same definitions given such terms in said Lease.
11. In the event there is a conflict between the terms hereof and said Lease, this instrument shall control for all purposes.
12. It is expressly agreed by Tenant, as a material consideration for the execution of this Second Amendment by Landlord, that this Second Amendment, with the specific references to written exhibits documents hereto, is the entire agreement of the parties; that there are, and were no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this written Second Amendment which are not incorporated in writing in this Second Amendment. It is further agreed that this Second Amendment may not be altered, waived, amended or extended except by an instrument in writing executed by both Tenant and Landlord.

[This section is intentionally left blank]

EXECUTED, this 18th day of February, 2002.

LANDLORD:

WOODBANCH PARTNERS, LTD., A TEXAS LIMITED
PARTNERSHIP
BY: WOODBRANCH REALTY CORP., A TEXAS
CORPORATION, ITS SOLE GENERAL PARTNER

BY: [Signature]
PRESIDENT

TENANT:

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

BY: Robert Quetzada

NAME: Robert Quetzada

TITLE: President

The undersigned guarantor herein consents and approves the foregoing Lease Agreement. The undersigned's Guaranty Agreement dated September 27, 2000 shall continue to cover the Lease as herein amended and such Guaranty Agreement is herein confirmed and ratified to be in full force and effect.

BY: [Signature]
Name: Robert Quetzada
Title: President
Date: 2-14-02

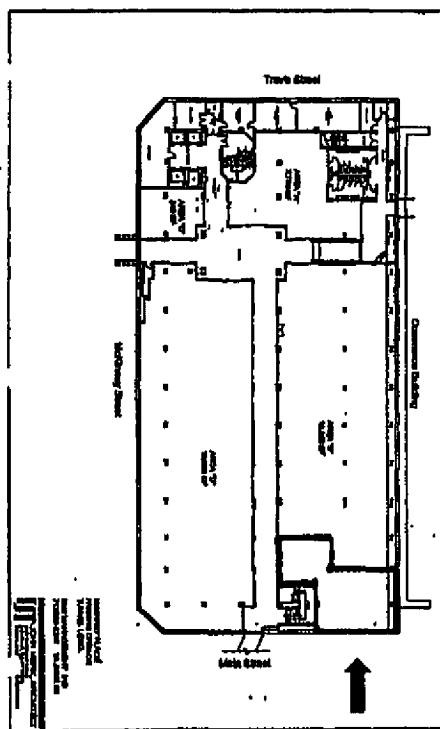
BY: [Signature]
Name: Nancy Harris
Title: Vice President
Date: 2-14-02

Signature Page for Second Amendment dated February 13, 2002
By and between Woodbranch Partners, Ltd. ("Landlord")
And Document Solutions, Inc. ("Tenant")

EXHIBIT "C"

CONSTRUCTION WORK TO BE PERFORMED IN LEASED PREMISES

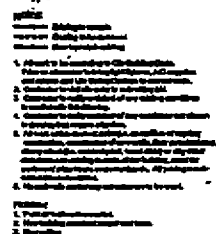
1. Tenant shall submit to Landlord, for Landlord's approval, complete plans and specifications ("Plans") for Tenant's desired layout, improvement and finish of the leased premises, including electrical and mechanical drawings and including plans showing the location of partitions, electrical outlets, telephone outlets, switches, doors, wall finishes, floor coverings and other work required by Tenant in the leased premises. Tenant's Plans shall be in form sufficient to secure approval of all governmental authorities having jurisdiction over the approval thereof.
2. Landlord shall notify Tenant of its approval or disapproval of Tenant's Plans within five (5) days after delivery thereof to Landlord. If Landlord disapproves of Tenant's Plans, or any portion thereof, Landlord shall promptly notify Tenant thereof, in writing, and shall indicate the revisions Landlord requires before approving Tenant's Plans. As promptly as reasonably possible thereafter, but in no event more than ten (10) days after Landlord's notice to Tenant, as aforesaid, Tenant shall revise Tenant's Plans and resubmit the same to Landlord. All revisions must be approved by Landlord in writing. The final plans and specifications approved by Landlord are referred to herein as the "Final Plans". Landlord shall provide space planning through its designated architect-including preliminary pricing plans and in two (2) major revisions. Landlord and Tenant herein agree that the final plans and specifications approved by Landlord and Tenant are attached hereto as Exhibit C-1 and are referred to herein as the "Final Plans" for the Expansion Area #2.
3. After the Final Plans have been approved (or modified) by Landlord and Tenant and Landlord, in their duly appointed representative, Landlord shall select a contractor to perform the work to be done (the "Finish Out Work") in the Leased Premises according to the Final Plans. Within a reasonable time after selection of the general contractor, the Landlord shall cause commencement of construction of the Finish Out Work.
4. Tenant shall receive toward completion of the Finish Out Work, a "Buildout Allowance" undeposited by the number of gross leasable square feet in the Expansion Area #2 Landlord at Landlord's sole cost and expense, shall construct the Finish Out Work in accordance with the approved Final Plans attached hereto ("Buildout Allowance"). It is understood and agreed that all costs relating to or in connection with Finish Out Work which exceeds the Buildout Allowance shall be paid by Tenant to Landlord within ten (10) days after written demand therefor. It is also understood that in the event the cost of the Finish Out Work shall be less than the Buildout Allowance, no portion of the Buildout Allowance, thereof shall be payable to Tenant but shall be retained by Landlord, Landlord, shall provide space planning through its designated architect, including preliminary pricing plans with up to two (2) major revisions.
5. Tenant hereby acknowledges that the Tenant's Plans and Finish Out Work will not include the installation of Tenant's telephone and/or data wiring and equipment within the Leased Premises. This work is Tenant's Finish Out Work. This and all Tenant's Finish Out Work to be constructed for by Tenant at Tenant's expense. All Tenant's telephone, data wiring and associated equipment must be located within the Leased Premises.
6. If, after commencement of construction by Landlord, Tenant shall request, in writing, any changes, additions or alterations in the Final Plans or in the Finish Out Work, Tenant shall submit to Landlord complete plans and specifications relating to such change, addition or alteration, all of which shall be subject to Landlord's prior written approval. Prior to commencing any change, addition or alteration, Landlord, or Landlord's contractor, shall prepare and deliver to Tenant, for Tenant's approval, a change order setting forth the cost of such change, which cost shall include associated architectural, engineering and construction contractor's fee, if any. If Tenant fails to approve such change order, in writing, within five days after delivery of the same by Landlord, Tenant shall be deemed to have withdrawn the proposed change and Landlord shall not be obligated to change the Final Plans or any of the construction of the Finish Out Work. If Tenant timely approves such change order, as aforesaid, Tenant shall immediately (not later than 5 business days after approval of any such change order by Tenant) pay to Landlord any amounts resulting from or in connection with such change order to the extent that such change order results in cost or changes which will exceed the Buildout Allowance.



EXPANSION AREA #2
RENTAL AREA

[illegible]

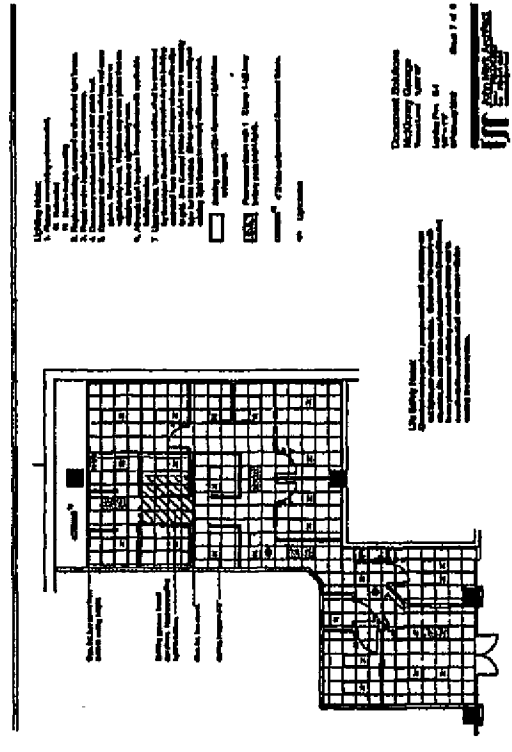
Document Solutions
McGraw-Hill Construction
 Western Lakes, L.L.P.
 100 John Mark Avenue
 Glenview, IL 60025
 847.434.4000
 Fax 847.434.4001
 E-mail info@mcgraw-hill.com
 Web www.mcgraw-hill.com



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FINAL PLACE
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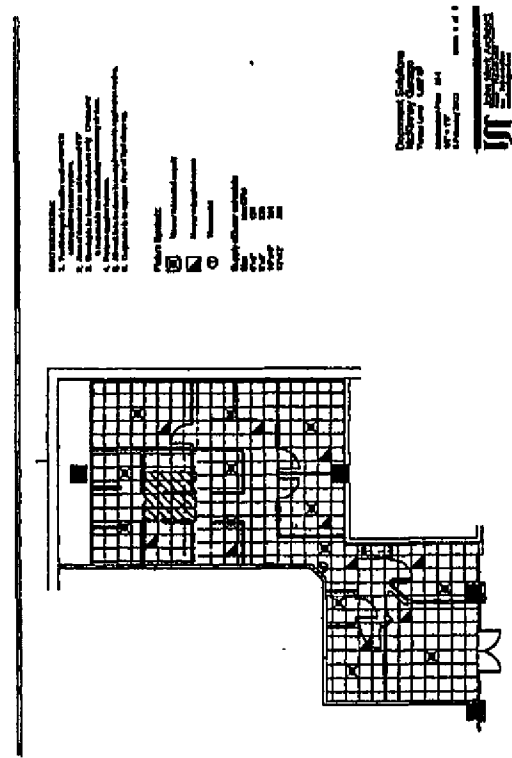


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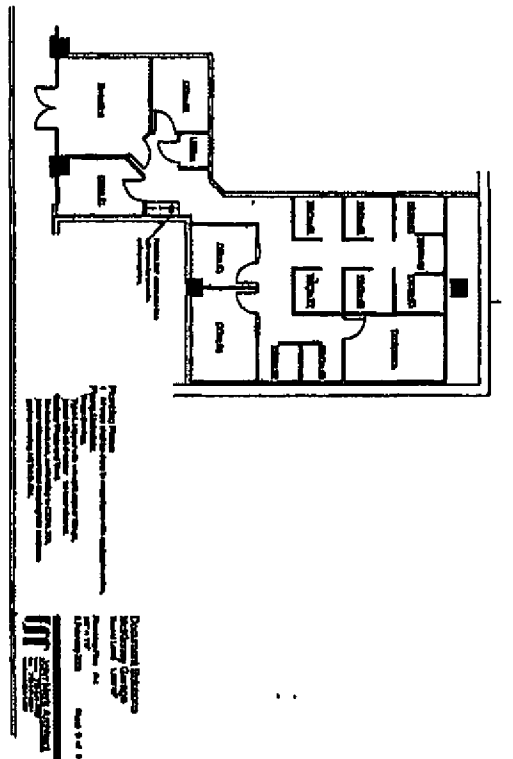


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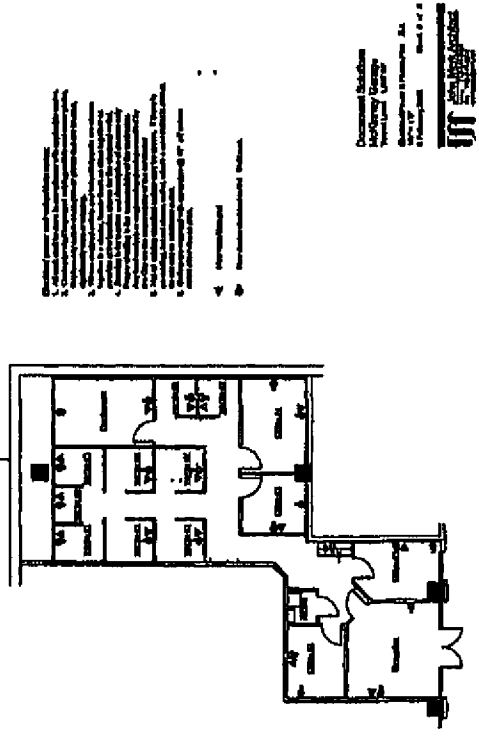


EXHIBIT "C-1"
FINAL PLANS
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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT OF LEASE is entered into this 13th day of February, 2002 ("First Amendment") by and between WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord") and DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION ("Tenant").

RECITALS

WHEREAS, on September 27, 2000, Landlord and Tenant entered into a Lease Agreement ("Lease"), for approximately 4,000 rentable square feet of the street level floor at the corner of Main and McKinney for a term of one hundred twenty-one (121) months effective June 1, 2001, and expiring on June 30, 2011 ("Term"), on the Property and described more particularly in said Lease ("Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, notwithstanding anything to the contrary in the Lease, Landlord and Tenant agree as follows:

- Effective June 1, 2001 ("Rent Commencement Date") the Leased Premises shall be expanded an additional 486 square feet ("Expansion Area #1") as shown on Exhibit "A" attached hereto for a new total of 4,486 rentable square feet.
- Upon the Rent Commencement Date herein, Tenant's Fixed Rent for the Expansion Area #1 shall be as follows:

Time Period	Rental Rate per Square Foot per Annum	Monthly Rental Payment
06/01/01 - 06/30/11	\$4.12 per annum	\$167.00 per month
- Upon the Rent Commencement Date herein, Section 3.2 ("Additional Rent") and Section 6.6 ("Tenant Allowance") of the Lease shall not apply to the Expansion Area #1.
- The parties hereto acknowledge that the parties and their respective attorneys have reviewed this First Amendment and each party negotiated the terms hereof and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment or any exhibits hereto or any amendments hereto.
- The submission and negotiation of this First Amendment shall not be deemed an offer to enter into a binding lease by the Landlord, but merely solicitation of such an offer by Tenant; and this First Amendment shall not be deemed a binding lease unless and until this First Amendment is fully executed by both Landlord and Tenant.
- This First Amendment and Exhibits attached hereto have been mutually negotiated by Landlord and Tenant, and any ambiguity shall not be interpreted in favor of either party.
- This First Amendment will be binding on the parties hereto, their respective successors and assigns.
- Except as amended by this First Amendment, the Lease will remain in full force and effect.

9. All capitalized terms herein which are not defined herein will have the same definitions given such terms in said Lease.

10. In the event there is a conflict between the terms hereof and said Lease, this instrument shall control for all purposes.

11. It is expressly agreed by Tenant, as a material consideration for the execution of this First Amendment by Landlord, that this First Amendment, with the specific references to written exhibits documents herein, is the entire agreement of the parties; that there are, and were no verbal representations, warranties, understanding, stipulations, agreements or promises pertaining to this written First Amendment which are not incorporated in writing in this First Amendment. It is likewise agreed that this First Amendment may not be altered, waived, amended or extended except by an instrument in writing executed by both Tenant and Landlord.

EXECUTED, this _____ day of _____, 2002.

LANDLORD:

WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP
BY: WOODBRANCH REALTY CORP., A TEXAS CORPORATION, ITS SOLE GENERAL PARTNER

BY: [Signature]
PRESIDENT

TENANT:

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

BY: [Signature]
NAME: Robert Duesch
TITLE: President

The undersigned guarantor hereto consents and approves the foregoing Lease Agreement. The undersigned's Guaranty Agreement dated September 27, 2000 shall continue to cover the Lease as herein amended and such Guaranty Agreement is herein confirmed and ratified to be in full force and effect.

[Signature]
Name: Robert Duesch
Title: President
Date: 2-14-02
[Signature]
Name: Henry Solano
Title: Vice President
Date: 2-14-02

Signature Page for First Amendment dated February 13, 2002
By and between Woodbranch Partners, Ltd. ("Landlord")
And Document Solutions, Inc. ("Tenant")

ACKNOWLEDGEMENT OF LEASE AGREEMENT COMMENCEMENT

DATE OF LEASE September 21, 2000

LANDLORD Woodbranch Partners, Ltd.

ADDRESS c/o BMS Management, Inc.
4265 San Felipe, #750
Houston, Texas 77027

TENANT Document Solutions, Inc.

ADDRESS 955 McKinney
Houston, Texas 77002

SQUARE FEET IN NET RENTABLE AREA 4,000

BUILDING ADDRESS 930 Main Street
Houston, Texas 77002

The undersigned parties further acknowledge that the commencement date and termination date of the initial term of the Lease are as follows:

TERM 121 Months

COMMENCEMENT DATE June 1, 2001

TERMINATION DATE June 30, 2011

TENANT LANDLORD:

DOCUMENT SOLUTIONS, INC. WOODBRANCH PARTNERS, LTD.

BY: Robert Daniel, Pres. [Signature]

Name Robert Daniel NAME Ellen Schweitzer, CFM, CSM

Title President TITLE President/BMS Management, Inc. as Managing Agent for Landlord

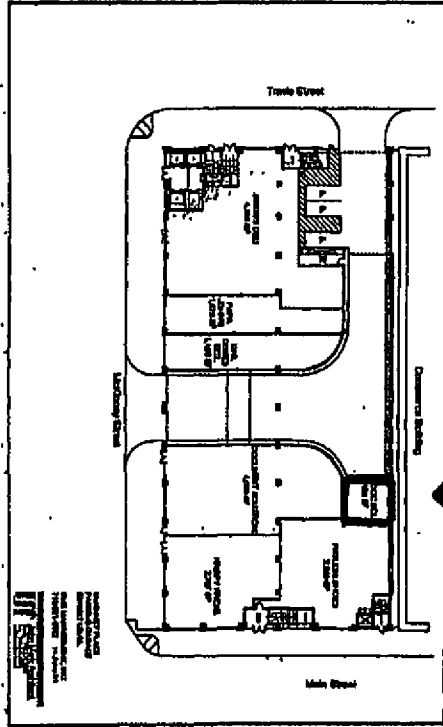


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LEASE
BETWEEN
WOODBRANCE PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP
LANDLORD
AND
DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION
TENANT

For
Retail Space
on the
Real Property located at:
530 Main Street at McKinney
Houston, Texas

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[illegible]

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THIS LEASE, made as of the 21st day of September, 1980, by and between WOODBRIDGE TRUST, a Texas Trust, as Lessor, and LANDLORD PARTNERSHIP (a partnership of LANDLORD PARTNERSHIP, L.P., a Texas Limited Partnership, having an office at 416 East 8th Street, Suite 750, Houston, Texas 77001, and DOWDUMONT SOLUTIONS, INC., a Texas Corporation, having an office at 723 Main, Suite 410, Houston, Texas 77002) as Lessee, is hereby acknowledged.

In consideration of the representations, covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

Section 11 Buildings Landmark is the sole owner of the building located at 930 Main Street, Houston, Texas (the "Building") and of the parcel of land (the "Land") upon which the Building is located, which is more particularly described on Exhibit "A" annexed hereto (the Building and the Land are sometimes herein referred to collectively as the "Red Project").

[illegible]

(b) Except for Landlord's obligation to perform the Landlord's Work (as defined in the "Workletter" annexed hereto in Exhibit "C") and Landlord's obligations under Section 2.1 below, Landlord shall not be required to perform any work in the Premises to enable the Premises ready for Tenant's occupancy. The foregoing notwithstanding, during the finalization of plans for Landlord's Work, Tenant may request that Landlord perform certain work which would otherwise be Tenant's work to meet Tenant's specific requirements. Upon Tenant's written request for the work and approval of both parties, Landlord agrees to perform the work and Tenant agrees to pay for Landlord all agreed costs, including both plan costs and actual construction costs, within thirty (30) days after Landlord's completion of all work. Landlord shall not be required to perform Landlord's Work for such time as the agreed Tenant shall fail to pay the costs due Landlord prior to the date Landlord's payment of "Tenant Allowances" (as defined in Section 6.5 hereof). Landlord shall have the right to deduct the amount due from the Tenant Allowances (if the amount due has expired, the Tenant Allowances, Tenant shall remain liable for the entire amount). The pending construction costs not paid, and should not be construed, to relieve Landlord of its obligation under this Lease to comply with Legal Requirements (as defined in Section 2.3 below) and to maintain and repair the Premises and the Rest Property. The terms and provisions concerning the performance of Landlord's Work (as defined in the Workletter) are set forth in the Workletter. Landlord represents and warrants that it is not aware of any reason (and there are no reasons with respect to the Building or the Premises) which will prevent Tenant from being able to obtain all necessary building permits and other governmental approvals for the performance of Landlord's Work, including, without limitation, the establishment of Tenant's Easement Rights as set forth in Section 6.1 below (collectively, the "Building Permits").

Section 1.3 TERM. (a) The term of two Leases shall commence on the Commencement Date and, unless sooner terminated or further extended as hereinafter provided, shall end on the date (the "Expiration Date") which is the last day of the calendar month in which occurs the last day of the one hundred twenty third (123rd) anniversary of the Rent Commencement Date (the "Ninety Third Term"). The term "Term" shall refer to the initial Term and any renewal thereof. The term "Commencement Date" shall mean the date on which all of the following conditions have been satisfied: (1) Landmark's Work shall have been substantially completed (as determined pursuant to the provisions of Section 2.02 of the Work Order), (2) the Proceeding shall be available for, and tendered in, Texas for all declarative use and possession in a lease and chain conditions and free of all liens and encumbrances, (b) Landmark shall have given Texas at least sixty (60) days' written notice that the conditions and covenants in clauses (c) and (d)

Section 2.1. Uses of Premises. (a) The Premises may be used (collectively, the "Inhaler User") for the operation of retail mix of office equipment and printing and copying services, business printing (e.g., small jobs, business cards, etc.), passport photo, computer workstation usage, graphic design, and similar and ancillary purposes not for any other legal purpose. The Inhaler User shall hereinafter be referred to as the "Permitted User." Transit shall not be obligated to operate (or be open for business) on any specified days or at any specified times.

Section 2.2 Use of Other Leasehold Areas. Landlord shall not, at any time during the Term, permit any Occupant to use any Leasehold Areas (other than the Premises) for any of the listed Uses. Landlord further covenants that no tenant at any real property located adjacent to or within five hundred feet (500') of the Building shall use or use subsequently be acquired or leased by Landlord (or a related entity or affiliate of Landlord), shall be leased or acquired by or conveyed to any other party for use for any of the listed Uses. For the purposes hereof, the term "Occupant(s)" shall mean any person, firm, corporation, association or other legal entity entitled to occupy a portion or portions of the Building as an owner, tenant, subtenant or otherwise. A "Leasehold Area" shall mean the Floor Area of the Premises plus the portions of the Building that are leased or subleased for lease, whether or not the same are then being marketed, including, without limitation, any space occupied or held for occupancy by Landlord or any affiliates of Landlord but is not an event that Leasehold Areas include any of the parking spaces available to or for the use of the Occupant as hereinafter defined. The provisions of this Section 2.2 to the contrary notwithstanding, in the event the Change is hereinafter defined, Landlord agrees to make any of the parking spaces available to, or for the use of, that Tenant as a condition of business in the Premises for a period of six (6) consecutive months or more. Landlord may give Tenant notices of an intent to terminate the Prohibited Uses which are set forth on Exhibit "A," executed by Tenant does not re-open for business in the Premises within thirty (30) days after Tenant's receipt of Landlord's notice. Landlord shall not thereafter be obligated to observe any restrictions against Prohibited Uses further, in the event Tenant's right to possession of the Lease beyond any applicable notice and cure period, and as a result thereof, Tenant's right to possession of the Premises is terminated. Landlord shall no longer be obligated to observe the restriction on Prohibited Uses from and after the effective date of the termination of Tenant's right to possess.

Commeasement Data: The Real Property will comply with all laws, statutes, codes, ordinances, orders and regulations of any or all of the federal, state or local governments or governments (or quasi-governmental institutions) having jurisdiction over the Real Property as of the date of this Lease (collectively, "Legal Requirements").

[illegible]

performance of Tenant's obligations under this Section 3.3(6). Tenant shall procure any licenses and permits (other than the certificate of occupancy for the Building) required for the operation of Tenant's business in the Premises.

(4) Landlord, at its expense, shall comply with all Legal Requirements which are applicable to the Real Property and the Premises and which are not the obligation of Tenant pursuant to Section 3.3(1) above. Landlord may defer compliance with a Legal Requirement so long as Landlord shall be diligently maintaining the validity or applicability thereof in accordance with Section 3.3(4) below. Landlord, throughout the Term, shall maintain in effect a permit or temporary certificate of occupancy for the Building that will permit the use of the Premises for retail use.

(5) Either Landlord or Tenant (the "Responsible Party"), at its sole cost and expense and after notice to the other party hereto, may construct, by appropriate proceedings presented diligently and in good faith, the utility or applicability of any Legal Requirement with which the Responsible Party is obligated to comply herewith, provided that (i) the other party hereto shall not be subject to civil or criminal penalty (unless the Responsible Party agrees to pay such penalty) at its discretion for a crime, (ii) if Tenant is the Responsible Party, no portion of the Building outside the Premises shall be subject to being condemned or vacated by reason of such conduct, (iii) if Landlord is the Responsible Party, neither the Premises (nor any part thereof) nor any part of the Building which affects the Premises or Tenant's use and occupancy thereof, shall be subject to being condemned or vacated, by reason of non-compliance or otherwise by reason of such conduct, and such non-compliance or conduct shall not prevent Tenant from lawfully occupying the Premises, or performing any Alterations, or abating any and all persons and businesses required to be obtained by it as a condition thereto, and (iv) the Responsible Party shall keep the other party advised as to the status of such proceedings.

ARTICLE 3.3 RENT

Section 3.1.1. **RENTAL DEMAND.** Tenant covenants and agrees to pay Landlord a Security Deposit in the amount of SEVEN THOUSAND DOLLARS HUNDRED THIRTY THREE and NO/100 (\$7,333.00) DOLLARS, upon execution of this Lease to be held by Landlord to secure performance of Tenant's obligations under this Lease. Upon the occurrence of any event of Default (as described) by Tenant under this Lease, Landlord may, from time to time and without provision to any other remedy, apply said Security Deposit to the extent necessary to pay any rent of Base Rent or any other charges, report, expense or liability caused by Landlord by such event of Default, Landlord shall, subject to the terms of this Lease, require Tenant to maintain a balance of such Security Deposit within a reasonable period of time after the termination of this Lease. The Security Deposit shall not be considered an advance payment of Base Rent or a portion of Landlord's charges in case of Default by Tenant. If at any time during the Term Tenant's Security Deposit, or any portion thereof, is applied by Landlord as provided by the terms of this Lease, Tenant shall, not later than ten (10) days after receipt of such demand, restore the Security Deposit to its original amount as set out in the first sentence of this Article 3.1.

Section 3.2. **Fixed Rent.** Tenant shall pay Landlord a base annual rent ("Fixed Rent") at the following annual rates during the following periods:

Lease Years 1-5	\$19.00 per square foot of the Floor Area per annum
Lease Years 6-10	\$21.00 per square foot of the Floor Area per annum

No Fixed Rent shall be due or payable for or in respect of the period commencing on the Commencement Date and ending on the day immediately prior to the Rent Commencement Date, both days inclusive. Tenant shall pay Fixed Rent in equal monthly installments in advance on the Rent Commencement Date and thereafter on the first day of each and every calendar month during the Term, without notice or demand therefor. If the Rent Commencement Date or the date on which payment for the rent (or either installment) of the Term occurs on a day other than the first or last day, respectively, of a calendar month, then the rent shall be paid on the first or last day of such month in question shall be prorated on a per cent basis. Tenant shall submit with the first payment of Fixed Rent a check for FIFTY THOUSAND SIX HUNDRED SIXTY SIX and NO/100 (\$50,666.66) DOLLARS equal to one (1) month's Fixed Rent ("Prepaid Rent").

Section 3.3. **Additional Rent.** Tenant shall not be required directly to pay any part of or to contribute toward the costs incurred by Landlord for repair or maintenance of the Building, the Rent Property or any of the component parts of either, including, but not limited to, the costs of common area maintenance. In addition, Tenant shall not be required to pay any part of Landlord's cost of providing insurance as required in Section 11.1 hereof nor any part of the cost of repairs or other tax obligations for the Building or the Real Property. In lieu of any contribution toward the cost of repair and maintenance of the Building or the Common Area, the cost of insurance, the amount of any taxes or any other additional charges other than the payment of Fixed Rent (including, but not limited to, any charges related to the tenant facility which services the Building), Tenant agrees to pay to Landlord as "Additional Rent" an amount equal to ONE THOUSAND THREE HUNDRED THIRTY-THREE and NO/100 Dollars (\$1,333.00) for the first year of the Term of this Lease which amount shall be increased by THREE percent (3%) of the amount due for the prior year for each subsequent year of the Term and Estimated Term. The Additional Rent for each year of the Term and Estimated Term shall be divided by twelve (12), and payable in monthly installments along with each monthly payment of Fixed Rent. The total amount for Additional Rent shall be based upon \$4.00 per square foot of Leasable Area within the Premises ($13 \times 3408 \times \$4.00 = \$179,808.00$). In the event the number of square feet of Leasable Area within the Premises is other than as set forth above, the Additional Rent shall be recalculated on the basis of \$4.00 per square foot of Leasable Area within the Premises. The foregoing notwithstanding, Tenant shall be obligated to pay any tax, levied or assessed against Tenant's personal property located in the Premises.

Section 3.4. **Common Areas.** The common areas of the Building shall remain the tenant system connecting the Building to the Common Areas. Tenant shall maintain the Tenant System ("Tenant System") and the street level elevator lobby, corridors and stairways in the Tenant System. Landlord warrants and represents that it will remain during the Term and the Extended Term of this Lease Landlord shall provide and maintain access to the Tenant System and will not do or fail to do anything that would cause access to the Tenant System to be denied to the Building, the Premises or to Tenant, except as necessary temporarily to effect repairs, maintenance or replacements.

ARTICLE 4 UTILITIES AND SERVICES

Section 4.1. **Electric Power/RVAC/Telephone Service.** (a) Landlord, at its sole cost and expense, unless otherwise provided below, and as part of Landlord's Work, shall install (or, if currently existing, get into good working order) and shall thereafter, throughout the Term, maintain in good working order the following:

(i) a meter (the "Tenant's Electric Meter") to measure exclusively the electric power to be provided to the Premises directly by the utility company providing electricity to the Building (the "Electric Utility Company"), which meter shall not measure (or represent) the electric power measured in any Common Area or at any other portion of the Building (for lighting or otherwise);

(ii) all necessary gas, condensation, steam, water and other electrical equipment (collectively, the "Building Electric System") necessary to permit the direct provision by the Electric Utility Company of electric power for the Premises but to the Building electrical system only at a level (the "Base Electric Power Level") of not less than 15 watts per square foot of the Premises, which electric power (iv) shall be in accordance with the electric power needed to operate the Premises HVAC System, (v) the chilled water system for the HVAC System, (vi) shall be exclusive of any electric power needed to operate any other Building System,

(iii) a submeter (the "Tenant Chilled Water Submeter") at Tenant's expense (notwithstanding the above) to measure exclusively the chilled water to be provided to the Premises HVAC System by Northwood Houston, or its successors under assignment. Tenant shall pay the same rate charged to the Landlord by Northwood Houston without increase or markup of any kind, and

(iv) all necessary lines and other equipment necessary to permit the direct provision of telephone service to the Building (collectively, the "Building Telephone Equipment") but not the Premises.

(b) The Tenant shall provide their own electrical service from the electrical room located on the West wall of the building in the basement. Tenant shall connect direct with National Energy for their service. Two 400 volt, 1200 watt power lines have been installed in the electrical room adjacent to the vault. The Tenant shall provide a disconnect and wire in, connect to their space. Within their space the Tenant shall not 400 volt panel, transformers and 120/208 volt panel to serve all their electrical needs including their air conditioning system. Tenant may make such connections at such electric panel as will allow Tenant to draw electric power throughout the Base Electric Power Level and to distribute such electric power to the various portions throughout the Premises where such electricity is consumed under to any of Tenant's equipment located outside the Premises that consumes electric power. Except as otherwise permitted hereunder, Tenant covenants that its use of electric power shall not exceed the Base Electric Power Level. Landlord shall not connect or refer any use of electric power that would connect, disconnect or otherwise interfere with the direct provision of telephone service to the Premises and the direct provision of electric power to the Premises HVAC System or to the Premises. Tenant shall make all own arrangements with the Electric Utility Company and a telephone company selected by Tenant for the furnishing of telephone service, and Tenant shall pay directly to the Electric Utility Company and the telephone company (as applicable) all charges for the electric power and telephone service consumed by or furnished to the Premises under the Premises HVAC System.

(c) If Tenant requires additional electrical capacity, above the Base Electric Power Level, and such additional capacity is available in the Building, then Landlord shall allow Tenant to use such additional capacity and to install any additional lines or other equipment necessary to provide such additional electrical capacity to the Premises, provided that Tenant's use of such additional capacity will not (i) create a fire hazard, explosion, or (ii) violate any Local Requirement or (iii) take away capacity to other Leasable Areas not being used at that time. If Tenant requires additional electrical capacity, above the Base Electric Power Level, and such additional capacity is not available in the Building, then Landlord, at Tenant's expense and in coordination with Tenant, shall (i) make reasonable efforts to cause the Electric Utility Company to deliver to the Building the additional electrical capacity required by Tenant, (ii) permit the Electric Utility Company to install, in the Building's electric vault, the equipment and connections necessary to provide such additional electrical capacity to the Building, and (3) install any wires, switches, transformers, panels and related equipment necessary to make such additional electrical capacity available to the Premises. Tenant shall reimburse Landlord all of Landlord's actual, out-of-pocket expenses incurred in connection with Landlord's obtaining of the additional electrical capacity requested by Tenant.

(d) Tenant shall, at its expense, arrange for all voice, data, internet and other telecommunications services to be provided to the Premises ("Telecommunications Services") by third party providers ("Providers"). However, Landlord reserves the right to (i) control access to, and use and maintenance of, the Building system and equipment under and use of the Building (ii) incorporate the lines (whether installed, or as required) under which any Providers furnish Telecommunications Services in the Building as of the Commencement Date (collectively, "Tenant Providers"), provided, however, such requirements shall not prevent a Current Provider from handling Telecommunications Services to the Premises, (iii) require Providers to enter into a written license agreement with Landlord, and (iv) require Providers to furnish evidence of financial condition, insurance and bonding requirements acceptable to Landlord. After the Commencement Date, Tenant shall give Landlord 90 days prior written notice acceptable to Landlord.

notes of "users" seems to use a "user provider" who is not a "Content Provider". The communications service, or otherwise make the telecommunications facilities available to other users or recipients of the Building without Landmark user system consent. TO THE EXTENT EXTENT PROVIDED BY THE LEASE, TENANT WAIVES ALL CLAIMS AGAINST THE LANDLORD ARISING OR ALLEGED TO ARISE, IN CONNECTION WITH TELECOMMUNICATIONS SERVICES, EXCEPT CLAIMS ARISING FROM LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 23 of the Copyright Act—Laudible still provides some services and so adequately queries if he and his staff are not doing enough to protect the rights of the copyright owner. He says that he has not had any real success for clearing, distilling, history and authenticity purposes, except last year (24) having a day every week in the property. Steady subscribers have been provided during the summer season for use by the Trossat. The 400 students are located below the basement and they flow with very quiet students also provided along the respective ceilings. Therefore, there has been studied not in the ceiling area of the basement but on the basement and first floor towards the Trossat shell enclosed copies of personalized documents were being found. He was also not to serve all Trossat in the Personnel. Not were still to be provided by the Trossat with adequate work located considered to the Trossat's decorated service. All but were giving shall be copied or paraphrased and shall be installed.

(d) a sewerage (the "Tarrant Water Sewerage") at Tarrant's expense to ensure eventually the water to be provided to the Landed Premises by the City of Houston. Tarrant shall pay the costs into charged to the Landed by the City of Houston without increase or mark up of any kind.

Section 4) Utility Taxes - If press has obtained any tax breaks provided below the information found and below the first table for future tax requirements. The information located along the central corridor and shall be extended to the second Hudson area during the first year. The press firm located on the west end of Hudson Boulevard is taxed for \$1,000 gallons or 2400 units per the City of Hudson Building Code.

[illegible]

Section 43 (b). A meter (i.e., "Tarrant's Gas Meter") to measure electricity (gas) to be provided to the Premises directly by the gas company providing gas service to the Building (the "Gas Service Company") which meter shall not measure (or represent) the gas service furnished to any Customer, item or to any other portion of the Building (or gas service or delivery). Gas service (as defined) is available in the Metropolitan context of the Building. Tarrant is responsible for contracting with Dallas EnergyCenter for gas service including meter costs. Tarrant shall ensure black steel gas piping above ceiling in Gas Premises.

Section 4. Interim Use of Section 1. Landlord shall use its best efforts to ensure that any temporary interruption or discontinuance of utility services at HVAC Systems in the Premises due to force majeure circumstances caused by or at the responsibility of any utility company serving the Premises, provided Landlord uses its best efforts to correct such interruption, discontinuance or discontinuance as quickly as is reasonably possible. During any such interruption, Landlord shall use Landlord's best efforts to provide temporary cooling towers and facilities to provide conditioned air to the Premises.

(b) Landlord (1) shall not stop, eliminate or interrupt any utility services or HVAC services to the Premises or interrupt the use of any of the Building's Elevators or systems serving the Premises, without first

providing Tenant last four (4) Business Days' notice of the specific nature and location of such stoppage, demolition or reconstruction, unless such stoppage, demolition or reconstruction is effected by Tenant in response to an emergency or pursuant to a Local Ordinance, in which case Landlord shall, to the extent possible, give Tenant such prior notice of the stoppage, demolition or reconstruction. In addition, it shall be reasonable under the circumstances and (d) during Tenant's normal business hours shall not unreasonably interfere with Tenant's ability to carry out any other business or EVAC requests to the Premises or unreasonably stop, unreasonably diminish or unreasonably interrupt the use of any of the Building's facilities or systems serving the Premises, provided that Landlord may reasonably refuse such a stoppage, demolition or interruption at any time or times if the same is effected by Landlord in response to an emergency.

(c) Leland and Thomas acknowledge that a parking garage ("Garage") will be constructed on the upper levels of the Building.

(d) Notwithstanding any other provision of this Lease, if (1) there shall occur any surprise, interruption or diminution of utility services or HVAC Services to the Premises which renders the Premises or any portion thereof unusable and (2) and stoppage, interruption or diminution results from (a) landlord's failure to pay any bills for utility services which results in utility disconnection, (b) any repair or problem any work of any kind for the utility services under this Lease or by any Local Government, (3) Landlord's failure to Landlord that it is required to make or performance under this Lease or (4) any other reason, including of any repair to the Building or to performance of any work in or about the Building, or (5) any other reason, or of such nature, this Lease by Landlord, and such services are not restored within twenty-four (24) hours, then the Premises shall constitute a "Force Majeure Event" for the period that the Premises is rendered unusable (or, in the event that only a portion of the Premises is rendered unusable, that portion of the Premises that is rendered unusable) with respect to the portion of the Premises that is rendered unusable).

Section 4.7. Fire Extinguisher. The owner instrument and first floor as required to be furnished by the City of Houston building code. The system has been installed to a typical or ordinary hazard requirement with the present level opening of one head per 225 square feet. The Town will be responsible for extending the ceiling head down to the new ceiling if appropriate and adding any additional coverage within the footprint.

Section 4. Travel and Expenses. The travel fund has been building public safety to support the travel needs to establish statewide emergency lines have been provided direct the most needed expertise to those individuals or substantially impacted cities, states, districts, staff, police or other criminal justice requirements within the Department.

REPAIRS AND MAINTENANCE

[illegible]

(1) The term "Bee Building" across the Building System, the Occurrence Areas, the neighborhoods of the Building, the number and various Building sections, the roof and the windows, including surrounding a street light and between the roof of the Promenade and the parking garage above, the Door slab of the Promenade, the entrance walls (including the historic entrance of entrance walls and all windows, doors and glass openings) including the entrance glass) of the Promenade, not

(2) The term "Building Systems" means all of the facilities and systems serving the Building, to the extent they are used for the purpose of providing services to the occupants of the Building, or actual tenants (and no building), the point of distribution to the Premises or the point of connection for the Premises, including, without limitation, the Premises EVAC System, the Building electrical distribution system, gaslines, utility power, cooling, heating, ventilation devices, sewer, exhaust, plumbing, drainage, fire control, alarm and protection systems, window washing, waste removal, pest management, elevators, escalators, stairs, emergency lighting, fire alarm, fire extinguishers, fire suppression equipment, fire detection equipment, fire fighting equipment (including tenant equipment or tenant's fire fighter equipment), life safety and security systems (together with all related equipment).

Section 3.2 *General Obligations*. Except to the extent that the Parties are required to be maintained by Landfill in accordance with Section 3.1 above, Yarnall shall (a) maintain the Parties in good standing, and as such when needed, shall make all non-financial repairs to the Parties at any person thereof that are not Landfills; and (b) shall keep all glass, including glass in windows and doors, clean and in good condition.

Section 3. Miscellaneous. Landlord and Tenant expressly acknowledges (a) that the foregoing provisions of this Article 3 shall not apply to any repairs or replacements required as a result of fire or other casualty, and (b) that all repairs and replacements required by law or other authority shall be governed by the provision of Article 12 hereof.

ARTICLE 6

Section 61 - 4 Years of study

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(d) Transfer

(d) The above

Section 6.2: Leontief

of products for purposes,

which was the same day that

Section 8.7. *Twenty-First Amendment*

Section 6.4. Decoupling The first

Section 4.5: Wave Motion Mechanisms

Black & Tans: A Description

APPENDIX

Section 71 Generally Subject to

Section 73 Minnesota (a)

[illegible]

Landlord agrees that each subtenant of Tenant shall have the same rights as Tenant hereunder as to making assignments of its sublease or further subletting of sublease space, subject to and in accordance with the provisions of this Article 7.

(c) In the event Tonsen delivers to Landlord any document or instrument requiring signature or attestation of Tonsen's spouse, which shall be subject to review or approval by Landlord, or the execution by Landlord (including, but not limited to, witness, authentication, insurance supporting transfer or assignment, or release, or licensing or transferable agreement), Tonsen shall have the same reviewed by Landlord's attorney, or Landlord's sole and exclusive designee, Tonsen shall give to Landlord in advance of Landlord reviewing any such document and upon demand, to said designee, said Landlord's designee, if any, and Landlord's reasonable attorney, the executed (or witnessing) any such document or instrument, and to record the same against limited liability company (721a) 007.

ARTICLES &
REVIEWS

Section 3.1 (Tennant, Executive Summary, "Tennant's very broad and extensive 1990's remedial design program on site" regarding the "extensive use of the Principles set out in the location delineated on Exhibit 'F'"). The specifications and scope of the Tennant's Remedial Design Program shall be subject to the approval of Landfill (which approval shall not be unreasonably withheld). At least 1 year, at any time during the Term, shall elapse to enable any Tennant Remedial Design work shall comply Tennant's Remedial Design standards. Tennant's standard design and specifications for the various types of work, shall include a right of reasonable approval over the specifications and designs or such proposed 1990's Remedial Design shall be needed including any site, other or other activities (speeds discussed). Tennant, subject to its obtaining any required governmental permits and approvals, may Tennessee Tennant's Remedial Design

Section 8 (Tomb Raider, Internet Rights) Tomb Raider, at its expense and subject to its obtaining any required governmental permits and approvals, shall have the right with Landmark's approval to install and maintain their sign, display, window letter or other advertising material within the Promenade (including upon the interior surfaces of windows, window frames, entrance doors and entrance door frames, of the Building) in Tomb Raider's sole and exclusive possession (whether or not, and regardless of the extent to which any such sign, display, window letter or other advertising material can be seen from outside the Building) (collectively, "Tomb Raider Signage"). Tomb Raider agrees to obtain any required governmental permits and approvals, pay (Tomb Raider's) license fees

[illegible]

ARTICLE 9 DIRECT ENJOYMENT

Section 9. Joint Undertaking. Larkland covenants and agrees that Treasurer shall and may, at all times during the Term, personally and jointly have, hold, exercise and enjoy the Privileges

ARTICLE 10

EUROIZATION AND NON-DISTURBANCE, STOPPER, CATHETERS

Section 10 – Issuing Mortgages. Larchmont represents and warrants that, as of the date hereof, (a) there are no mortgages that encumber a lot or parcels on the whole or any portion of the Real Property other than that referenced in paragraph (b) of the "Description of Property" section of the Declaration, and (b) there are no pre-paid or non-recourse ("Non-Recursing Mortgage") made by Larchmont to owner of Black United, and (c) there are no pre-paid or non-recourse mortgages that encumber the whole or any portion of the Real Property. Simultaneously with the execution of this Declaration, Larchmont shall deliver to and deliver to (i) owner a Non-Disbursement Agreement (hereinafter defined) from the project holder of the Issuing Mortgage.

[illegible]

Section 10.3 Absentee Certification Landlord and Tenant, without charge and at any time and from time to time, within ten (10) days after no receipt of a request from the other party hereto, shall certify the following:

written instrument, duly executed, acknowledged and delivered, to the extent the same is true: (a) that the Lessee is unincorporated and is, in full, Texas and other (or, if there has been modification, that the same is in full, Texas and other, as modified and stating the modification); (b) whether, to the best knowledge of the person signing said certificate, there are then existing any default or defaults upon the part of the other party hereto (and, if so, specifying the same); (c) the fact that to which each of Texas Real and Additional Real was purchased to Avoid 3 (avoiding the same); and (d) other statements reasonably and conformably required by real estate mortgage lenders and

ARTICLE II
INSURANCE INDUSTRY REGULATION

[illegible][illegible]

Section 11.3 Waiver of Arbitration. Each of Landlord and Tenant (the "Disputed Party") hereby releases the other party (the "Released Party") from any liability to the Disputed Party on account of any damages to the Released Party's property, resulting out of any cause, or other loss sustained within a standard term of "No-Cover" property insurance policy issued in the State of Texas (or no causally proximate requirement to be maintained by a party under the Terms of, if the coverage period expires a breach of the fact and causally proximate security created by the Disputed Party), even if such damage is the result of the act or negligence of the Released Party or its employees, subcontractors, contractors, agents or vendors. Neither Landlord nor Tenant shall obtain or accept any Released Party's coverage which would be maintained by or would conflict with or void coverage of the other of Landlord or Tenant shall have the right to obtain a policy of insurance that would be maintained by or would conflict with or void such release (and the release shall not apply with respect to damage covered by such a policy). If it is not impossible for both parties to obtain such insurance, each party is required to obtain such insurance in question to obtain a policy which would not be maintained under such conflict with such release, and each party to exclude the other party.

Section 11.3. Identification. (a) Subject to the provisions of Section 11.3, Landlord shall not knowingly defend and hold harmless Tenant and all Tenant's Persons (each of Tenant and all Tenant's Persons being hereinafter referred to as "Tenant") from and against any and all third-party claims to the extent the same arise from (i) negligence or willful misconduct of Landlord or any of its servants, agents or employees, (ii) negligence or willful misconduct of any subcontractor of Landlord or any of its servants, agents or employees, (iii) any accident, injury or damage occurring to, or on or upon the Real Property outside the premises, except to the extent Tenant had provided the terms of the Lease, together with all terms, covenants and conditions contained therein, to each such claim or action or proceeding through counsel, including, without limitation, a reasonably attorney fee and disbursements, provided, however, that the foregoing indemnity shall not apply to any Tenant's Identified Person, to the extent such claim results from the negligence or willful misconduct of the

Tamara Industries Inc. (for all employees, agent or cooperator thereof). "Tamara Party" means (a) any individual, partnership, associate, officer, stockholder, director, employee or agent of Tamara or of any person or member of any partnership or other entity constituting Tamara, disclosed or undisclosed; and (b) any settlement of Tamara or any other party deriving by, through or under Tamara, and any financial partner, associate, officer, stockholder, director, employee or agent of each settlement or such other party, and Tamara Parties shall have the accompanying plain meaning.

(b) *Liabilities to the providers of Services* (11.3. *Taxant shall voluntarily, defend, and hold harmless Landlord and all Landlord Parties (such of Landlord and all Landlord Parties, "Landlord Indemnified Party") from and against any and all third party claims to the extent the same arise, with respect to the Practices or accompanying matter, with respect to operations of Taxant or any Taxant Party, or of any contractor of Taxant or any Taxant Party, or (b) any business, entity or company operating in, or at or upon the Premises, except to the extent Landlord has received the terms of the said lease, together with all assets, equipment and liabilities, in connection with such lease, through or within or accompanying transfer, thereby, without limitation, all reasonable attorney's fees and disbursements, not to exceed, however, that the foregoing limitation shall not apply, as to any Landlord Indemnified Party, to the extent such claim results from the gross negligence or willful misconduct of such Landlord Indemnified Party (or any employee, agent or contractor thereof). "Landlord Party" means any principal, partner, member, officer, stockholder, director, employee or agent of Landlord or of any person or company of any partnership or other entity controlling Landlord, directly or indirectly, and "Landlord Parties" shall have the corresponding plain meaning.*

ARTICLE 12 CASUALTY COMPENSATION

Section 11.1 Quasilinear

12.1. Landlord's Right to Enter Work. If the Building or Premises shall be partially or totally damaged or destroyed by fire or other casualty, then, unless that Lease is terminated as hereinafter provided, and whether or not the damage or destruction shall have resulted from the fault or neglect of Tenant or its employees, agents, contractors or servants, Landlord, at its sole expense, shall permit Landlord's Insurance Work with reasonable dispatch and economy. Landlord's Representatives Work shall consist of all the work necessary to repair and restore the Building and the Premises (including the Landlord's Improvements) but excluding the Tenant's Improvements to the Building and the Premises (including the Tenant's Improvements) to the extent that the Tenant is not responsible for the same conditions at the time when they were so immediately prior to the happening of the fire or other casualty.

[illegible][illegible]

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[illegible][illegible]

12) **Barter Agreement.** The provisions of the Section 12.1 shall be considered an agreement governing any sale or disposition of the Building or the Premises by him or either casualty that any law now or hereafter in force which is inconsistent with the provisions of this Article 12 shall have no application.

Section 12.2 **Chloroacetylenes**

12.3) **Timing**—Landlord and Tenant shall each notify the other if it becomes aware that there will be a significant event (such as a "blasting") of any portion of the Buildings for construction proceedings or by exercise of any right of eminent domain. For the purposes hereof, the term "Date of Blasting" means the earlier of (a) the date of the working of title in the condemning authority and (b) the date of taking or possession by the condemnor exclusively.

12.3. Identification of Lease. In the event of the Taking of the entire Premises, the Lease shall terminate as of the Date of Taking. If (a) there is a Taking of any of the number units of the Premises or any substantial portion of the Building's parking, (b) a Taking results in any removal of support or space to and overlying the Premises or is so altered as to substantially and adversely affect the flow of traffic in, on, above or below the Premises; or (c) a substantial obstruction to the view of the Premises or its appurtenant parking spaces or other appurtenances of any parking or adjacent, then, in any of the foregoing events, Tenant may, at its option, terminate this Lease by giving written notice to Landlord. If this Lease is terminated as a result of a Taking Other All Risk shall be prorated and paid to the Date of Taking.

123.3) *Conducting at least* In any case that there occurs a "thing of a person of the building" and the *Law* is not intended pursuant to Section 123.3, then the *Law* shall remain as such, but not affect, except that appropriate amendments shall be made to, and in respect of, the *Primary, First* and *Second* *Procedures* *Shall* and *Landlord* shall proceed with the *disputes* to perform any work (the *Condominium Restraining Work*) necessary to restore the restraining portions of the *Building* and the *President* to the condition that they were in immediately prior to the *Thing*, or as near thereto as possible.

12.3.12.3.1.2.3. Abstract: If the Premises, or any portion thereof, shall be rendered inaccessible or inaccessible as a result of a Taking, then the Fixed Band and the Additional Band shall be placed, in proportion to the extent of the Premises that has been rendered inaccessible, inaccessible or unfit for Tenant's use and occupancy, for the period from the Date of Taking until the earlier of (a) one hundred eighty (180) days after the date on which the Confidentialization Registration Work is satisfactorily completed and Tenant has reasonable access to the Premises and (b) the date on which Tenant accepts the Premises (or such portion thereof) for the partial payment of its business rent (or portions of its business rent) for the period of the Taking. If the Premises shall be totally rendered inaccessible or inaccessible as a result of a taking from the Fixed Band and of Additional Band shall extend completely as of the Date of Taking until the earlier of (a) one hundred eighty (180) days after the date on which the Confidentialization Registration Work is satisfactorily completed and Tenant has reasonable access to the Premises and (b) the date on which Tenant accepts the Premises (or such portion thereof) for the partial payment of its business rent (or portions of its business rent) for the period of the Taking. If the Premises (or such portion thereof) are not accepted for the partial payment of its business rent (or portions of its business rent) for the period of the Taking, then the Fixed Band and the Additional Band shall be placed, in proportion to the extent of the Premises that has been rendered inaccessible, inaccessible or unfit for Tenant's use and occupancy, for the period from the Date of Taking until the earlier of (a) one hundred eighty (180) days after the date on which the Confidentialization Registration Work is satisfactorily completed and Tenant has reasonable access to the Premises and (b) the date on which Tenant accepts the Premises (or such portion thereof) for the partial payment of its business rent (or portions of its business rent) for the period of the Taking.

12.2.2 Condemnation Award. The award resulting from any taking of the Real Property shall be the property of Landmark. Notwithstanding the foregoing, Tenant shall have the right to participate as claimant against the condemnor for Tenant's storming costs and the then unamortized value of structures installed by Tenant, not including other structures not in which Tenant is permitted under applicable law.

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Section 18.1. Abbreviation. In any state in which this Lease expressly provides that a center is to be determined by auction, such auction shall be conducted in the City of Houston in accordance with the Commercial Auction Rules (Exhibited Provisions) of the American Arbitration Association or any successor thereof (collectively, the "AAA"), except that the provisions of Article 18 shall remain inapplicable to any conflicting or inconsistent provisions of said rules. The party proposing arbitrators shall do so by giving notice to that effect to the other party, specifying in said notice the nature of the dispute, and that said dispute shall be determined in the City of Houston by a panel of up to three (3) arbitrators in accordance with said Article 18. Landlord and Tenant shall each appoint one arbitrator within five (5) days after the giving of notice by any party which arbitrators shall be disinterested, impartial, and not employed by the opposing party. If either Landlord or Tenant shall fail timely to appoint an arbitrator, the appointed arbitrator shall select the second arbitrator, who shall be impartial, within five (5) days after such party's failure to appoint. The arbitrators so appointed shall meet and shall, if possible, determine such matter within ten (10) days after the second arbitrator is appointed and their determination shall be binding on the parties. If for any reason such two arbitrators fail to agree on an arbitrator within such period of ten (10) days, then either Landlord or Tenant may request the AAA to appoint an arbitrator who shall be impartial within seven (7) days of such request and both parties shall be bound by any appointment so made within such seven (7) day period. The third arbitrator (and the second arbitrator if selected by the other arbitrator as provided above) shall confer and agree to in each party and impartially to determine such dispute. Within seven (7) days after the third arbitrator has been appointed, each of the first two (2) arbitrators shall submit

their respective determinations in the third arbitrator who must select one or the other of such determinations (whichever the third arbitrator believes to be correct or closest to a correct determination) within seven (7) days after the first two (2) arbitrators shall have submitted their respective determinations to the third arbitrator, and the selection to make shall be binding upon the parties, and judgment upon such decision may be entered without any court being required. In the event of the failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days of the arbitrator's death. The third arbitrator shall be compensated in the same manner with which the arbitrator is compensated and shall have been actively engaged in the case with which the arbitrator is compensated for a period of at least ten (10) years before the date of his or her appointment hereunder. The third arbitrator shall apply the law of the State of Texas without giving effect to any principles of conflict of laws. The third arbitrator shall subscribe a binding written award in the form of a written award and shall have the right to present evidence, call witnesses and experts and cross-examine the other party's witnesses and experts. The losing party shall pay the reasonable fees and expenses of all arbitrators acting under this Article 15.

ARTICLE 19 MISCELLANEOUS

Section 19.1 **Consent to Arbitration** This Lease shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Lease shall in any manner be held to be invalid, the remainder of this Lease shall not be affected thereby. This Lease and the exhibits attached hereto and forming a part thereof, and fully set forth herein, constitute all covenants, promises, agreements, warranties or representations, conditions and undertakings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions or undertakings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. The title of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, personal representatives, administrators, successors and assigns, and those claiming through or under them, respectively. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party making the Lease to be drafted.

Section 19.2 **Entirety** Landlord and Tenant each represents and warrants to the other that it had no conversations or negotiations with any broker or finder concerning the construction of this Lease or the leasing of the Premises to Tenant, other than Todd E. Markey of Markey Commercial, Inc. ("Mr. Markey"). Landlord shall pay any commission or finder's fee with respect to this Lease due to the Broker. Landlord and Tenant each hereby acknowledges and holds harmless the other from and against any claim for brokerage commissions or finder's fees (together with all related expenses, including without limitation, reasonable attorney's fees) resulting from or arising out of any conversations or negotiations had by it with any broker or finder other than the Broker in connection with this Lease.

Section 19.3 **Notices** ANY notice, request, demand, consent, approval or other communication required or permitted under this Lease shall be in writing and shall be deemed to have been given: (a) when delivered by reputable express mail or courier service providing confirmation of delivery (Mx, UPS or Federal Express) to the address set forth below, or (b) on the third (3rd) Business Day after being properly deposited in United States registered or certified mail, return receipt requested, postage prepaid, and addressed to set forth below, or (c) the date any delivery in the manner described in (a) or (b) above is refused. Notwithstanding the foregoing, any notice of default shall be deemed given when received. Either party herein shall have the right to change, at any time, its address for notices as addressed upon at least ten (10) days prior written notice hereof given to the other party. Addresses for notices are as follows:

TO TO LANDLORD

WOODBRANCH PARTNERS, L.P.
c/o BRS Management, Inc.
4265 Bee Ridge, Suite 250
Houston, Texas 77027
Attention: Philip Schuchman, President

WITH A COPY TO

SANFORD G. COHEN
11 Greentree Plaza
1400 Sherman Tower
Beaumont, Texas 77644

IF TO TENANT

LEARNED PREMISES
Attn: Robert Quarles

Section 19.4 **Force Majeure** If either party to this Lease, as the result of an Event of Force Majeure fails substantially to perform any obligation on or to be performed under this Lease, from such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent excused by such Event of Force Majeure, provided, however, that the foregoing shall not be deemed to excuse the tenant's obligation to pay rent on this Lease for the completion of any matter or the performance of any matter following which the other party has been granted certain rights of termination, demand, consent, demand or otherwise. Landlord and Tenant shall use reasonable efforts to minimize the effect of any Event of Force Majeure on Tenant's occupancy of the Premises or the conduct of Tenant's business on the Premises. "Event of Force Majeure" shall mean any of the following events: (a) act of God, (b) act of God, (c) act of God, (d) act of God, (e) act of God, (f) act of God, (g) act of God, (h) act of God, (i) act of God, (j) act of God, (k) act of God, (l) act of God, (m) act of God, (n) act of God, (o) act of God, (p) act of God, (q) act of God, (r) act of God, (s) act of God, (t) act of God, (u) act of God, (v) act of God, (w) act of God, (x) act of God, (y) act of God, (z) act of God, (aa) act of God, (ab) act of God, (ac) act of God, (ad) act of God, (ae) act of God, (af) act of God, (ag) act of God, (ah) act of God, (ai) act of God, (aj) act of God, (ak) act of God, (al) act of God, (am) act of God, (an) act of God, (ao) act of God, (ap) act of God, (aq) act of God, (ar) act of God, (as) act of God, (at) act of God, (au) act of God, (av) act of God, (aw) act of God, (ax) act of God, (ay) act of God, (az) act of God, (ba) act of God, (bb) act of God, (bc) act of God, (bd) act of God, (be) act 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Section 19.5 **Reliance & Remedies** All rights and remedies of either party expressly set forth herein are intended to be cumulative and in addition to any other right or remedy set forth herein or otherwise available to such party at law or in equity. Notwithstanding the foregoing or any other provisions of this Lease to the contrary, in no event shall either party be liable to the other for damages other than actual damages (even in case of negligence).

Section 19.6 **No Waiver** The failure of either party herein to seek redress for a breach of, or to enforce upon the other performance of any covenant or condition of this Lease, shall not prevent a subsequent act which would have substantially constituted a breach from having all the force and effect of an original breach. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. The payment by Tenant of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Tenant unless such waiver be in writing signed by Tenant.

Section 19.7 **Consent** If any provision of this Lease shall expressly provide that either Landlord or Tenant shall not unreasonably withhold its consent or approval, then each party shall also not unreasonably withhold its consent or approval, provided, however, that the foregoing provisions of this section shall not be construed to limit or extend any term provided expressly set forth in this Lease for each party to respond to a request for its consent or approval.

Section 19.8 **Interest on Late Payments** All payments due under this Lease which are not paid when due, whether from Landlord to Tenant or from Tenant to Landlord, which contain interest at the end of ten (10) days following the delinquent party's receipt of written notice of delinquency, shall bear interest from the original due date until paid at the rate of (a) the prime rate, or (b) the highest rate allowed by applicable law, of the State of Texas. "Prime Rate" shall mean an interest rate equal to the greater of (i) eight percent (8%) per annum, and (ii) one percent (1%) above the so-called annual "Prime Rate" of interest publicly announced by Bank United (or any of its successors), from time to time, at its nearest rate charged for loaned funds to its corporate customers, but in no event greater than the highest lawful rate from time to time in effect.

Section 19.9 **Regulations** In any action brought to enforce the obligations of Landlord under this Lease, any judgment or decree shall be enforceable against Landlord only to the extent of Landlord's ownership interest in the Building and no such judgment shall be the basis of execution on, or be a lien on assets of the Landlord or any assets of any party being a partner or stockholder in Landlord, other than such ownership interest in the Building. These covenants and agreements shall survive the expiration of the Term, or any notice or lease termination of this Lease.

Section 19.10 **Rules and Regulations** Tenant and Tenant's servants, employees, agents, visitors and licensees shall observe and comply with the reasonable rules and regulations attached hereto as Exhibit "J" (the "Rules and Regulations") as Landlord may from time to time adopt for the safety, care and appearance of the Building, provided (a) the Rules and Regulations do not (i) decrease Tenant's rights hereunder, (ii) increase Tenant's obligations hereunder, (iii) adversely affect the conduct of Tenant's business in the Premises, or (iv) increase the cost of Tenant's occupancy of the Premises, (v) that in the case of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations, the provisions of this Lease shall control, and (vi) that the Rules and Regulations shall not be adopted solely applied in a discriminatory manner. Nothing in this Lease contained shall be construed to require upon Landlord any duty or obligation to enforce the Rules and Regulations, or against any other tenant except in the event that Landlord fails to enforce the Rules and Regulations against other tenants would have an adverse impact on the rights of Tenant hereunder.

Section 19.11 **Successors & Assigns** All of the covenants, conditions and restrictions contained in this Lease are for the benefit of the parties herein and their successors and permitted assigns and shall run with the land and bind all persons with the property concerning the Building, and are intended to be binding on any and all successors and/or permitted assigns (unless otherwise set forth herein).

EXECUTED on the 29th day of September, 2000

LANDLORD

WOODBRANCH PARTNERS, LTD.,
a Texas limited partnership

By Woodbranch Realty Corp., a Texas Corporation
Its sole General Partner

By [Signature]
President

TENANT

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

By [Signature]
President

EXHIBIT A

DESCRIPTION OF LAND

Being 0.725 acres (31,563 square feet) tract of land situated in the James S. Holman Survey, A-311, Harris County, Texas, being all of Lots One, Two, Six, Seven, Twelve and the south one-half of Lots Three and Eight, in Block 134, South Side Buffalo Bayou, an unrecorded subdivision, Harris County, Texas, said 0.725 acre tract of land more particularly described by notes and bearings as follows, with the heads of bearings being the City of Houston Engineering Department Reads

COMMENCING at a City of Houston Engineering Department Read (2144-inch) at the intersection of McKinney Street (80 feet wide) and said Main Street (80 feet wide),

THENCE North 34 deg 00 min 00 sec East, along the centerline of said Main Street, a distance of 143.00 feet to a point for corner;

THENCE North 33 deg 00 min 00 sec West, a distance of 43.00 feet to a cut "x" set in concrete in the perfectly right-of-way line of said Main Street, for the southeast corner of a 0.63186-acre tract of land conveyed to Memphis Investments Corporation, as filed under Harris County Clerk's File No. F781491, Film Code No. 694-62-1094, and being the northeast corner and POINT-OF-BEGINNING of the tract herein described

THENCE South 35 deg 00 min 00 sec West, along the southerly right-of-way line of said Main Street, a distance of 123.00 feet to a cut "x" in concrete in the easterly right-of-way line of said McKinney Street and the southeast corner of the tract herein described,

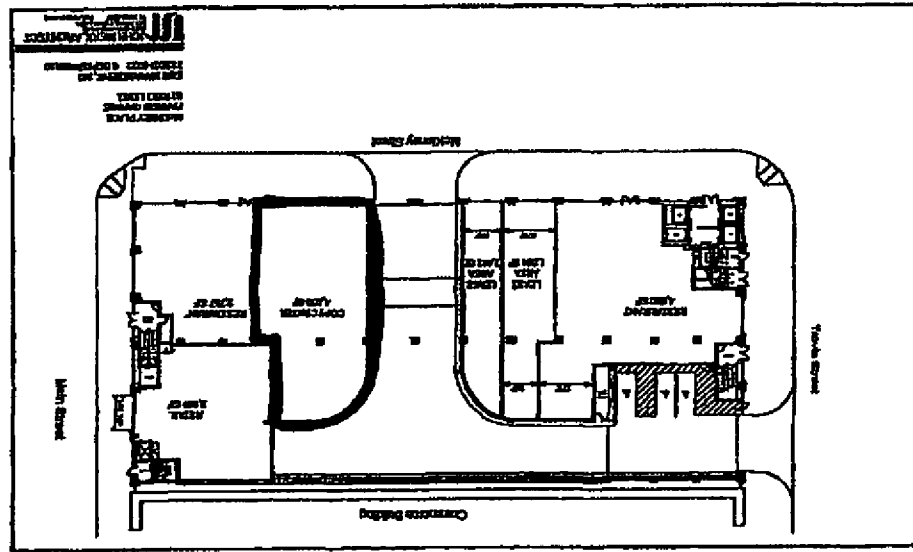
THENCE North 34 deg 00 min 00 sec West, along the easterly right-of-way line of said McKinney Street, a distance of 233.50 feet to a cut "x" in concrete in the southerly right-of-way line of said McKinney Street and the southwest corner of the tract herein described,

THENCE North 33 deg 00 min 00 sec East, along the southerly right-of-way line of said Travis Street, a distance of 123.00 feet to a cut "x" in concrete in the southwest corner of said 0.63186-acre tract and the southwest corner of the tract herein described, from which a right in concrete bears North 34 deg 40 min 30 sec West - 0.28 feet,

THENCE South 35 deg 00 min 00 sec East, along the southerly line of said 0.63186-acre tract a distance of 233.50 feet to the POINT OF BEGINNING and containing 0.725-acre (31,563 square feet) of land.

Signature Page for Lease dated September 21, 2000
by and between Woodbranch Partners, Ltd. ("Landlord")
and Document Solutions, Inc. ("Tenant")

**EXHIBIT B
FLOORPLAN**



**EXHIBIT C
WORKSHEET**

I. DEFINITIONS AND REFERENCES

1.01 Definitions For the purposes of this Worksheet, the following terms shall have the following meanings:

"Landlord's Work" shall mean all of the work, materials and equipment necessary (1) to remove from the Premises all existing floor, foundation and structural property; (2) to place the Premises in a structurally sound condition; (3) to place, within existing materials and structural materials, (4) to cap and to remove any violations of any law, municipal ordinance, order or requirement issued or issued by any federal, state or municipal department having jurisdiction over the Real Property; and (5) to activate and put into good working order (6) the Premises shall include construction of the following: (a) the concrete floor, the concrete roof, cracks with which cracks the Premises including glass curtain wall and a single glass door, and no other improvements; (b) the Premises HVAC System; (c) all electrical and plumbing equipment serving the Building (including, without limitation, the Tenant's Electric Meter, the Building Electric System, (d) the Building Telephone Equipment, and (e) life safety systems and the other Building Systems as described in Article 4.

"Tenant's Work" shall mean all work, equipment and improvements which, in Tenant's opinion, are necessary or desirable to prepare the Premises for Tenant's occupancy, other than Landlord's Work.

All capitalized terms used in this Worksheet and not defined herein shall have the meaning ascribed thereto in the Lease (the "Lease") to which this Worksheet is annexed.

1.02 Disputes Any dispute arising out of or in connection with this Worksheet shall be determined by arbitration in accordance with the provisions of Article 18 of the Lease.

II. LANDLORD'S WORK

2.01 Performance of Landlord's Work (a) Landlord, at its sole cost and expense, shall perform Landlord's Work. Landlord shall commence Landlord's Work promptly and shall present the same with dispatch and economy and completion, using only new first-class materials. Landlord shall perform Landlord's Work in accordance with good construction practices and all Legal Requirements.

(b) Landlord, at Landlord's sole cost and expense, shall obtain the building permit and all other permits, licenses and inspection necessary for the proper execution and completion of Landlord's Work and upon completion of Landlord's Work, Landlord shall obtain the building shall certificate of completion. Tenant shall obtain all permits and licenses (including the Premises payment certificate of occupancy) necessary for Tenant's use and occupancy of the Premises pursuant to the Lease after Tenant's Work is completed (all of the items referred to in this paragraph (b) collectively the "Permits"). If Tenant is unable to obtain all Permits needed for the use and occupancy of the Premises due to Landlord's failure to complete construction of the Building, a failure by Landlord to complete Landlord's Work or for any other reason due solely to the fault or negligence of Landlord, and such fault is not cured by Landlord within thirty (30) days after notice from Tenant, Tenant shall have the right to terminate this Lease upon forty (40) days' notice and Landlord shall pay to Tenant all costs incurred by Tenant in connection with this Lease and the completion of the Premises.

(c) Tenant, Tenant's architect, Tenant's engineers, Tenant's contractors, Tenant's representatives, and any agents of Tenant shall have access to the Premises during the prosecution of Landlord's Work in order to inspect same and to monitor the progress thereof.

2.02 Substantial Completion of Landlord's Work Landlord's Work shall be deemed to be substantially completed when Landlord shall have completed all of Landlord's Work in accordance with all Legal Requirements and all required Permits have been issued, except for minor or immaterial details of construction and mechanical adjustment (the "Landlord's Work Punch List Items") the non-completion of which will not interfere with Tenant's ability to perform Tenant's Work and/or Tenant's business use of the Premises (since Tenant's Work is complete) for the conduct of normal business. Any disputes with respect to whether or not (and when) Landlord's Work (or any Landlord's Work Punch List Items) shall have been substantially completed shall be resolved by arbitration in accordance with Article 18 of the Lease.

2.03 Correcting Landlord's Work Punch List Items Within fifteen (15) days after the Commencement Date, Tenant shall furnish Landlord with one or more written notices identifying Landlord's Work Punch List Items. Within fifteen (15) days after its receipt of any such notice, Landlord shall install, complete, repair or otherwise remedy all such items listed therein, provided, however, if the installation, completion or remedy reasonably requires more than fifteen (15) days to complete, Landlord shall be obligated to commence same promptly and, in all events, within the fifteen (15) day notice period and shall diligently and continuously pursue completion thereof.

III. TENANT'S WORK

3.01 Preparation and Approval of Tenant's Work Tenant, at its sole cost and expense, shall submit to Landlord, within sixty (60) days after receipt of Landlord's written approval (which approval shall be final and non-appealable within sixty (60) days after the execution of this Lease (i) architectural and engineering

**THIS DOCUMENT CONTAINS NO
ATTORNEY-CLIENT PRIVILEGE OR
WORK PRODUCT INFORMATION, AND DISCLOSURE
HEREOF IS NOT VIOLATIVE OF ANY
FEDERAL OR STATE STATUTE
OR ANY FEDERAL OR STATE
CONSTITUTIONAL PROVISION.**

STATE OF _____
COUNTY OF _____

**NON-DISTURBANCE, SUBORDINATION,
AND ATTACHMENT AGREEMENT**

THIS NON-DISTURANCE, SUBORDINATION, AND ATTORNEYS' AGREEMENT is made effective (this 10 day of September, 2000, between BANK UNITED, a Federal savings bank ("Bank") and ("Trust") and

WITNESS:

WHEATLAND, TOWNES AND WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landwest")

that certain Lease Agreement (the "Lease") dated _____ whereby Landlord leased to Tenant, and Tenant leased from Landlord, certain space covering _____ square feet (the "Premises"), which Premises was a part of that certain real property (the "Property") situated in _____, _____, and _____ County, _____, and more particularly described in Exhibit "A" attached hereto and made a part hereof, (to be used in an oil/gas lease) (Original Landlord) entered into

WHEREAS, as of the effective date of this Agreement, WOODBRIDGE PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP ("Landlord") will acquire the Property from Original Landlord, and Landlord will be the owner and holder of the sample title to and to the Property, to be used in an acquisition

WHEREAS, correspondence with the effective date of this Agreement, Landlord has executed and delivered to Lender a Preliminary Note (the "Note") that is secured by a Deed of Trust, Security Agreement and Assignment of Leases and Rents (the "Deed of Trust"), which Deed of Trust grants Lender a first and mortgage lien on the Premises and assigns the Leases to Lender; and

WHEREAS, Lender has required the execution and delivery of this Agreement as a condition of making the loan evidenced by the Note

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other valuable considerations, the recitals and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Tenant hereby certifies to Landlord and Lender the following:
- a. The Lease is valid and subsisting and is in full force and effect.
- b. The minimum rent payable during the term of the Lease is \$ _____ and Tenant has the option to extend the term of the Lease for _____ years each upon such terms Tenant to Landlord as provided therein. (Modify as necessary to set forth rental, term, and any option to extend.)
- c. The Lease has not been modified, altered, or amended in any respect. There are no other agreements, written or oral, between Landlord (or Original Landlord) and Tenant regarding the Premises or any part of the Property or Tenant's obligation to pay rentals under the Lease, and Tenant does not claim a right to any concessions, free rent, or rental abatement except as may be set forth in the Lease.
- d. Tenant has no claims against Landlord (or Original Landlord) or any officers against rent due under the Lease. There are no defaults by Landlord (or Original Landlord) under the Lease and Tenant is unaware of any existing circumstances which with the passage of time, or notice, or both, would give rise to a default by Landlord under the Lease.
- e. The Premises have been completed and accepted by Tenant and are in conformity with the terms of the Lease. Tenant has been paid any and all sums owed by (Original Landlord or Landlord with respect to allowances for construction performed by the Premises by Tenant.

the language of Tenant's Work (including (A) floor plans showing details of space occupancy; (B) a reflected ceiling plan; (C) a section plan; (D) an electrical and telephone plan; and (E) finish schedules); and (iii) specifications for Tenant's Work (not architectural and construction drawings and specifications as herein collectively referred to as the "Tenant's Plans"). Within fourteen (14) days after receipt by Landlord of Tenant's Plans, (f) Landlord shall deliver to Tenant a written approval or disapproval of the Tenant's Plans, and (g) if Landlord reasonably believes that the work reflected on the Tenant's Plans, other than the finished, exterior elevations of the Building or its site, will adversely affect the structural integrity, safety, health, or life of the premises or cause damage to the Premises of any Building System (in either case, other than to a de minimus extent) (the "Approval Criteria"), then Landlord shall request revisions or modifications to the Tenant's Plans (not only to the extent the same fail to comply with the Approval Criteria) within seven (7) days following receipt by Landlord of such revisions or modifications from Tenant. The preceding two sentences shall apply to the extent Tenant has failed to comply with Landlord's earlier requests. The preceding two sentences shall be implemented repeatedly until Landlord gives its written approval to the Tenant's Plans. If Landlord still fails to respond to Tenant's Plans with its approval or request for revisions/modifications within the time period(s) provided above, each failure shall be deemed Landlord's disapproval of Tenant's Plans. The Tenant's Plans as approved (or deemed approved) by Landlord shall herein be referred to as the "Final Tenant's Plans".

302 **Performance of Tenant's Work.** (4) Except as otherwise set forth in Section 6 (10) of the Lease, Tenant may perform Tenant's Work with any general contractor(s), construction consultant(s), subcontractors and trade contractors as Tenant deems necessary. Tenant shall perform Tenant's Work in accordance with (a) the Final Tenant's Plans (subject to Section 3 (2)(b) below), (ii) road construction practices, and (iii) all Local, Metropolitan, State and Federal laws, rules, regulations, codes, standards, ordinances, orders, decrees, judgments, and court orders.

(c) At any time after the Final Tenant's Plans are approved (or deemed approved) by Landlord and thereafter throughout Tenant's presentation of Tenant's Work, Tenant shall be permitted to direct changes in Tenant's Work (such as "Tenant Change Order") if being agreed, but Tenant must obtain Landlord's consent before proceeding any Tenant Change Order that does not constitute a Permitted Alteration (such as "Material Tenant Change Order"). Within seven (7) days after receipt of any proposed Material Tenant Change Order, (i) Landlord shall give its written approval, disapproval or (ii) if Landlord reasonably believes that such Material Tenant Change Order does not comply with the Approved Criteria, then Landlord shall request revisions or modifications to such Material Tenant Change Order (but only to the extent the same fail to comply with the Approved Criteria). Upon an expiry of any such request from Landlord, Tenant shall be deemed to have accepted the Material Tenant Change Order, shall submit such revisions or modifications to Landlord. Within five (5) days following receipt by Landlord of such revisions or modifications, Landlord shall give its written approval, disapproval or shall request other revisions or modifications thereto (but nothing only to the extent Tenant has failed to comply with Landlord's earlier request). The preceding two sentences shall be implemented repeatedly until Landlord gives its written approval to the Material Tenant Change Order in question. If Landlord fails to make a submission or furnish a response timely in accordance with the provisions of this paragraph (c), Landlord shall be deemed to have disapproved the Material Tenant Change Order in question. Once approved by Landlord, a Material Tenant Change Order shall become part of the Final Tenant's Plans and the work shown on such Material Tenant Change Order shall be part of Tenant's Work.

(c) Landlord shall reasonably co-operate with Tenant's efforts to obtain any Building Permit, including, without limitation, requesting and delivering any documents or instruments that Landlord is required to sign and which are reasonably required by Tenant in connection therewith, except that Landlord shall not be required to pay any fee on behalf of Tenant. It as a result of any failure by any tenant of this Building to comply with the terms of such permit issue, Tenant cannot obtain any Building Permit(s) in connection with any portion of Tenant's Work, then Landlord shall cause and tenant to comply with the terms of such permit issue to the extent necessary to enable Tenant to obtain such Building Permit(s). Landlord shall not be entitled to impose upon Tenant the charges or fees of any kind (including, without limitation, charges or fees for the youth, overheard or conversion, or for the use of the Building's bank charter) in connection with any of Tenant's Work.

(c) Commencing on the date of the Lease and thereafter throughout the Lease term, Tenant shall be permitted upon the Building and Premises and any subpremises owned or controlled by Landlord, to use the Landlord's premises for the Landlord's presentation of Landlord's Work, provided any Tenant's Work performed thereon, that if (i) Tenant's presentation of Landlord's Work substantially interferes with Landlord's presentation of Landlord's Work, or (ii) Landlord's presentation of Landlord's Work substantially interferes with Tenant's presentation of Landlord's Work, or (iii) Landlord shall give Tenant written notice to that effect that, within twenty-two (22) hours after Tenant's receipt of such notice, Tenant shall cease such material interference. Without limiting the generality of the foregoing, Landlord shall permit Tenant, at Tenant's risk, to use the Premises for the presentation of Landlord's Work and the performance of Landlord's Work, and even so on the Premises all equipment, supplies and other property furnished or appropriated in connection with Tenant's Work, and all tenant's temporary power to the Premises for the performance of Tenant's Work. If Tenant occupies the Premises prior to the Commencement Date for the purpose of presenting Tenant's Work, then such occupancy shall be upon all of the terms and conditions of the Lease (except that Tenant shall have no obligation to pay any Rent or any amounts due pursuant to Article 4 of the Lease during or with respect to such occupancy).

2. There are no purchase options under the Lease or other agreement giving Tenant any right or option to purchase any part of the Property or any improvements thereon. Tenant has no right of first refusal or any part of the Property included or not in the Premises or any part of the Property.

§ Tenant has received no notice of any sale, transfer, pledge, or assignment of the lease or of the rents by any previous owner of the Property or by Landlord.

2. In the event of a default by Landlord under the Lease, Tenant shall send written demand to Landlord, and Landlord shall have a period of thirty (30) days to cure such default after receipt of notice thereof; provided that in the case of a default which cannot be remedied within thirty (30) days, Landlord shall have such additional time as is reasonably necessary to remedy such default with diligence.

[illegible]

4. In the event of a foreclosure or acceptance of a deed in lieu of foreclosure by the Foreclosing Lender, the Foreclosing Lender's obligations as foreclosed under the Lease shall extend only to the period from and after the date of such foreclosure or acceptance of a deed in lieu of foreclosure. Specifically, and without limitation, the Foreclosing Lender shall have no obligation to account to Tenant for any security deposit under the Lease unless it actually received such payment of deposit from the Landlord. Furthermore, Foreclosing Lender shall not be bound to recognize (i) Tenant's payment of any amount due under the Lease to Landlord for Original Landlord if said amount then was payment period in advance of when such amount was due, or (ii) any encumbrance to the Lease made without the consent of Landlord. In no event shall either Landlord or Foreclosing Lender be liable to Tenant for damages caused by or arising out of any default by Landlord for Original Landlord under the Lease.

5 Toner has been advised that the insurance and condemnation provisions of any New instruments may secure the New give the holder certain rights to require that insurance and condemnation provisions be applied to each New and not to termination or redemption, and Toner hereby waives any claims of the Lessee with respect to the application of insurance and condemnation proceeds which are inconsistent with the terms of any lien instruments securing the New.

6. Finance has been advised that the loan instruments that will secure the loan will give the lender thereof the right to collect rent directly from the underpays upon the occurrence of an event of default thereunder, and that upon the receipt of notice of any such default, the underpays will be required to make payment of all rent directly to Lender or as Lender shall direct as it becomes due and payable.

7. Tenant acknowledges that the lien instrument that will secure the Lease and/or any lease agreement relating thereto may produce a default on the part of the Lessor or any part of the Property absent the prior approval of Lender. Tenant agrees that any such modifications shall not be enforceable until and unless Lender's consent thereto is obtained and Tenant shall provide written notice to Lender of any proposed modifications to the Lease.

§ Any action required or permitted hereunder shall be in writing and shall either (i) be mailed by first class United States mail, certified or registered mail, return receipt requested, postage prepaid, or (ii) be delivered in person to the intended addressee. Notices mailed pursuant to (i) shall be effective three (3) days after deposit at the U.S. mail. Notices given in any other manner shall be effective upon receipt, unless and until changed, the addressee of the notices herein are as follows:

INVEST

BANK UNITED
Bank United
3200 Southwest Freeway, Suite 2000
Houston, Texas 77027
Attention: _____
Facsimile _____

9. This Agreement shall issue to the benefit of the Lender, its successors and assigns, and shall be binding upon Tenant, its successors and assigns.

APPENDIX

BANK OF AMERICA

By	Name	Title
By	Name	Title

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on _____ by _____ of _____ on behalf of and _____.

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ of Bank Limited, a federal savings bank, on behalf of said federal savings bank.

Notary Public in and for the State of

EXHIBIT E

FORM OF CONFIRMATION LETTER

Landlord and Tenant acknowledge and confirm the following

1. Commencement Date _____
2. Expiration Date _____
3. Floor Area _____
4. Total Rent _____
5. Rent Commencement Date _____
6. Addressed Rent _____

LANDLORD

WOODBRANCH PARTNERS, LTD.,
a Texas limited partnership

By Woodbranch Realty Corp

By _____

Name
Title
Date

TENANT

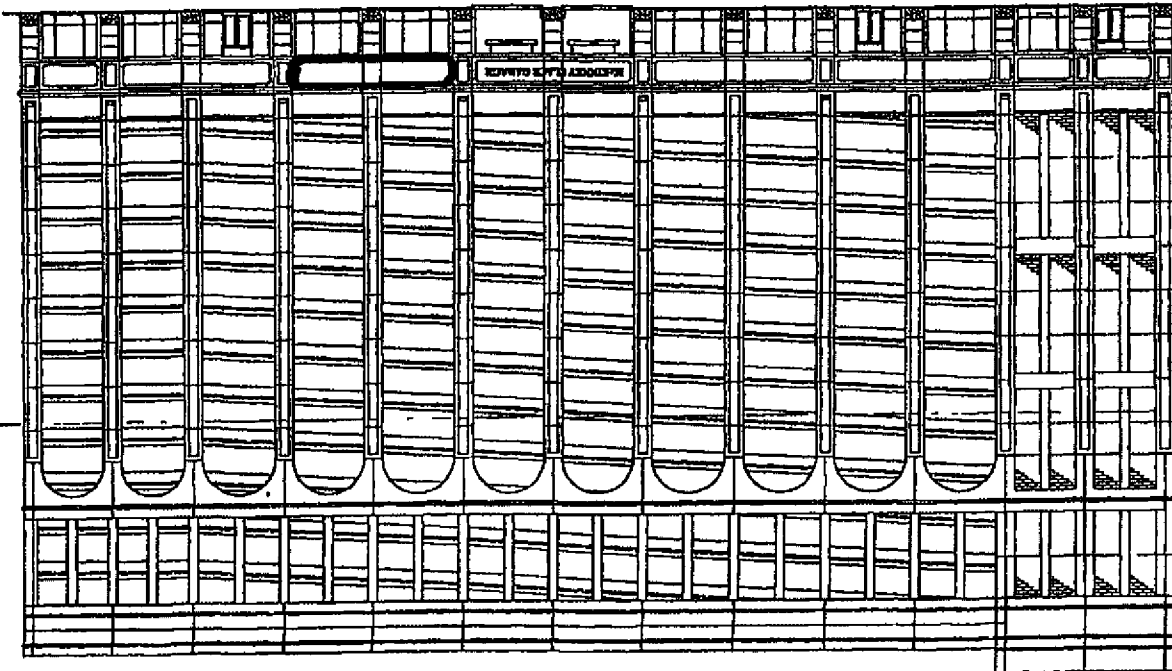
DOCUMENT SOLUTIONS, INC.,
A TEXAS CORPORATION

By _____

Name
Title
Date

EXHIBIT E

TENANT EXTERIOR SIGN LOCATIONS



McKinney Place Parking Garage

EXHIBIT G

RENEWAL OPTION

Each of the Renewal Options shall be exercisable (separately) by Tenant by written notice to Landlord given not later than the date that is one hundred eighty (180) days prior to the then current expiration date.

In the event Tenant exercises its option to extend the term of this Lease and satisfies the conditions set out in this Exhibit G, the Renewal Option shall be deemed to have been exercised and the term of this Lease shall be extended for the period of the Renewal Option (as hereinafter defined) for the purposes of each Renewal Term. Within thirty (30) days after receipt by Landlord of the Notice given by Tenant pursuant to provisions of Exhibit G last herein, Tenant exercises its option to exercise the term of this Lease and provided that the conditions set forth in Exhibit G have been satisfied, Landlord shall deliver to Tenant within ninety (90) days after receipt by Landlord of the Notice given by Tenant of the Renewal Term (the "Renewal Term Notice"). Unless Tenant advises Landlord otherwise within 15 days after delivery of the Renewal Term Notice, Tenant shall be deemed to have exercised the Renewal Option with the Renewal Term for the Renewal Term as stipulated in the Renewal Term Notice. If Tenant notifies Landlord of its decision to exercise the Renewal Term, Landlord and Tenant shall agree on each Renewal Term within 30 days after the date of the Renewal Term Notice, then Tenant shall, on or before the expiration of each 30 day period, deliver to Landlord within ninety (90) days after receipt by Landlord of the Renewal Term Notice, a written agreement, signed by both parties, and Tenant has failed to give such notice within each 30 day period, then Tenant shall be deemed to have withdrawn its exercise of its option and this Lease shall automatically terminate at the end of the Primary Term or the Renewal Term as applicable.

Within 15 days after receipt of the notice of Tenant designating the Renewal Term, Landlord shall give written notice to Tenant designating the Renewal Term. Tenant shall execute Tenant's Appendix and Landlord shall execute Landlord's Appendix to meet with the other within 10 days after the designation of Landlord's Appendix and, within 15 days after each designation, shall execute upon the Renewal Term for the purposes of the Renewal Term or, failing such agreement, to designate the Renewal Term (the "Renewal Term"). If the Third Appendix is designated, the Landlord's Appendix, Tenant's Appendix and the Third Appendix shall, within 15 days after the designation of the Third Appendix, deliver to Landlord and Tenant their determination of the Renewal Term which shall be the amount of the two most recent years in the Appendix, or, if failing the number of any two Appendixes, the average of the two most recent years in the Appendixes. The amount so determined by the Appendixes shall be the Renewal Term for the Renewal Term. As used herein, the term "Renewal Term" shall mean the then prevailing Fixed Base Rate for the space of comparable use and quality in the market area in which the Center is located, taking into consideration all relevant terms and conditions, including without limitation, the extent of existing leasehold improvements, the terms of the lease, the extent of services to be provided, percentage rent and the Renewal Term. Each party shall pay the fees and expenses of the use of the two original Appendixes stipulated by each party and the fees and expenses of the Third Appendix (if any) shall be borne equally by both parties. Any Appendix designated to serve in accordance with the provisions of this Lease shall be determined and shall be qualified to operate and maintain the use of the type covered by this Lease as the country or countries in which the Premises are located, and shall be a member of the American Institute of Real Estate Appraisers (or any such bar association in existence) and shall have been actively engaged in the appraisal of real property in the country or countries in which the Premises are located for a period of not less than five years immediately preceding the designation.

Within thirty (30) days after Landlord and Tenant have agreed to the Fixed Market Rate, Landlord and Tenant shall enter into an Amendment to the Lease setting forth the Term of each extension and Fixed Base Rate during each Renewal Term.

EXHIBIT H

RULES & REGULATIONS

Tenant agrees as follows:

1. Garbage, trash, rubbish and refuse shall be kept in sanitary, closed containers approved by Landlord as set out in the Rules and Regulations. Wet garbage and dry trash shall be stored separately. Tenant shall ensure the garbage and refuse is properly disposed of in accordance with applicable law, and with Landlord approval as to pickup time and place. Tenant shall store cooled or dirty linen in approved fire resistant rating organization metal containers with self-closing hatches but cover.
2. Tenant shall remove or cause to be removed, at its sole expense, from any and all areas adjacent to the Premises, all petroleum or similar devices.
3. Plumbing fixtures shall not be used for any other purpose than that for which they are constructed. All lines shall be kept open and no foreign substances of any kind shall be thrown thereon, nor shall Tenant install or cause to be installed any automatic garbage devices or equipment.
4. Tenant shall use, at Tenant's own cost, a solvent, pest and vermin exterminator contractor at monthly intervals or as otherwise requested from time to time by Landlord shall be required to furnish Landlord with a copy of the contract. Landlord, at its option, may select an extermination contractor to perform such services on behalf of Tenant. If Landlord does so, Tenant agrees to pay such contractor to the satisfaction of all other extermination contractors, devices, equipment or services. Tenant shall pay the reasonable, competitive charges themselves directly to such contractors.
5. Tenant shall not burn trash or garbage in or about the Premises or the building.
6. Tenant and Tenant's employees and agents shall not solicit business in the parking areas or any other portion of the Common Area, nor shall Tenant distribute any handbills or other advertising matter in the parking areas or any other portion of the Common Area.
7. Tenant shall keep the Premises at all times at a temperature sufficiently high to prevent the freezing of water in pipes and fixtures.
8. Tenant shall be responsible for the preventive maintenance and repairs at its sole cost and expense to the satisfaction of the Premises. Preventive maintenance and repairs to the Premises shall include all necessary preventive maintenance, repairs and replacement of plumbing, electrical and mechanical equipment (including motor bearing and air conditioning equipment of Premises). Tenant shall make available to Landlord records of preventive maintenance and repairs when requested. All maintenance and repairs shall be done with materials and equipment of good quality and shall be in accordance with applicable federal, state and local regulations.
9. Tenant shall not use any paint or other use of any portion of the Premises as living, sleeping or lodging quarters.
10. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor area was designed to carry.
11. All mechanical equipment and machinery will be kept free of noise and vibration, which may be transmitted to any part of the walls or beyond the confines of the Premises.
12. No live animals will be kept on or within the Premises.
13. Tenant shall install and maintain the extinguishers of the type and capacity and in such locations as may be required by law, and in the absence of any such legal requirement, Tenant shall install and maintain at a readily accessible location within the Premises an all-purpose, hand operated fire extinguisher containing a minimum capacity of two and one-half pounds.
14. Tenant shall ensure all deliveries to its Premises to and from between 7 AM - 9 AM or 4 PM - 7 PM, Monday through Friday.
15. Landlord reserves the right to adopt and promulgate from time to time further reasonable rules, regulations and policies to control, supplement, revise or amend the same, applicable to the Premises, the Building and the Common Area. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

modification of Tenant's obligations under the Lease, action of default in the payment of any sum payable by Tenant pursuant to the Lease, notice of breach or nonperformance of any other obligation or undertaking of Tenant contained in the Lease, and all other notices to the landlord extent permitted by applicable law

6 If the Landlord or Guarantor should commence any suit, action or other legal proceedings against the other party, the prevailing party in any such suit, action or proceeding shall be entitled to receive from the prevailing party, (and the prevailing party agrees to pay) such prevailing party's costs and expenses thereof (including reasonable attorney's fees and costs of suit)

7 Upon all the covenants and conditions in the Lease on Tenant's part to be performed and observed and fully performed and observed, Guarantor

(a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder;

(b) expressly waives any right to the benefit of Section 362 of the Bankruptcy Code in the event of any filing by Tenant and agrees that Tenant shall expressly include all post petition monetary obligations due under the Lease. If Guarantor should receive any such payment, satisfaction or security for any obligations of Tenant to Guarantor, Guarantor agrees forthwith to deliver this same to Landlord in the form received, endorsed or assigned, as may be appropriate for application on account of, or to security for the obligations of Tenant to Landlord, and will so deliver, agree to hold the same in trust for Landlord.

(c) expressly waives any right to the benefit of Section 362 of the Bankruptcy Code in the event of any filing by Tenant and agrees that Tenant shall expressly include all post petition monetary obligations due under the Lease

8 This Guaranty shall apply to the Lease, any extension or renewal thereof and to any building or buildings the expiration of the useful term of the Lease or any extension or renewal thereof.

9 If Guarantor defaults in the performance or observance of any agreement, covenant, term or condition contained herein, or makes a general assignment for the benefit of creditors, or makes or applies to any creditor for the appointment of a trustee or receiver of the whole or any substantial part of the business, estate or assets of Guarantor or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangement, liquidation, receivership, liquidation or liquidation law of any jurisdiction, whether prior or hereafter in effect or if any such petition or application is filed or any such proceedings are commenced against Guarantor and Guarantor by any act makes or approves thereof, consent thereto or acquiesces therein or in order to be relieved of any such proceedings, and such order remains in effect for more than thirty (30) days, then same shall be considered an event of default (as defined in the Lease). Landlord shall have all remedies contemplated in the Lease upon the occurrence of an event of default hereunder.

10 If any provision of this Guaranty, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall be valid and shall be enforceable to the fullest extent permitted by law

GUARANTOR

BY	<u>Paul Dwyer</u>
NAME	<u>Robert Guarantor</u>
ADDRESS	<u>723 Main Street 433</u> <u>Houston, Texas 77002</u>

By: Henry Solano
Name: Henry Solano
Address: 723 Main, Suite 432
Houston, Tx. 77002

EXHIBIT J

GUARANTY

THIS GUARANTY AGREEMENT (the "Guaranty"), effective as of _____, is executed by Robert Guarantor ("Guarantor"), with an address of 723 Main, Suite 432, Houston, Texas 77002 in favor of Woodbranch Partners, LPA ("Landlord") as follows:

Landlord and Document Solutions, Inc. a Texas Corporation (together with any assigns or successors to Tenant's interest under the Lease, called the "Tenant") are entering into a Lease Agreement of (over the term of the Lease, as the same may be amended or supplemented from time to time, called the "Lease") covering the real property commonly known as Midway Place, and being more particularly described in the Exhibit A, attached hereto and made a part hereof for all purposes.

Guarantor is executing and delivering this Guaranty in order to address the Landlord to enter into the Lease with the Tenant.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises and covenants to be legally bound by this Guaranty, Guarantor hereby agrees with the Landlord as follows:

1. Guarantor hereby absolutely and unconditionally guarantees (a) the payment in full by the Tenant of all rents and other payments, taxes and securities payable under or pursuant to the Lease (all of the foregoing herein referred to as "Rent"), in the manner and at the time prescribed in the Lease, and (b) the personal and faithful performance by the Tenant of any and all other obligations and undertakings of the Tenant under or contained in the Lease, whether now existing or hereafter arising, together with all costs of collection and enforcement thereof.

2. If for any reason any obligation or undertaking of the Tenant contained in the Lease (whether affirmative or negative in character) shall not be observed or performed by the Tenant or if any Rent payable pursuant to the Lease shall not be paid promptly when due and payable, then upon demand by Landlord, Guarantor will promptly perform or cause to be performed each of such obligations and undertakings, and will forthwith pay such sums as the parties to the Lease have agreed to be payable under or pursuant to the Lease, and regardless of whether or not the Landlord shall have commenced any suit, action or proceeding or exhausted its remedies or taken any steps to enforce any rights against the Tenant or any other person to compel any such performance or to collect all or any part of such sums, either pursuant to the provisions of the Lease or at law or in equity (it being understood that this is a guaranty of payment and not collection, and Guarantor's liability for the performance of the obligations and undertakings guaranteed shall be primary), and regardless of any other condition or contingency and Guarantor hereby agrees to execute all such further instruments as are reasonably requested by Landlord to further evidence or perfect the rights of Landlord hereunder.

3. The obligations and undertakings of Guarantor under this Guaranty are continuing and irrevocable, and shall not be affected or impaired by reason of the lapsing from time to time of any of the following with respect to the Lease or this Guaranty or any assignment of the rights of the Landlord hereunder, even if the same be done without notice to or the consent of Guarantor: (a) any assignment, sublease, or assignment of all or any part of the interest of the Tenant in the Lease or in the Premises (as defined in the Lease, hereinafter called the "Premises"); (b) the waiver by the Landlord of the observance or performance by the Tenant or by Guarantor of any of the obligations or undertakings contained in the Lease; (c) the extension of the time for payment by the Tenant or Guarantor of any sum owing or payable under any of such instruments, or the extension or the renewal of any instrument; (d) the modification or amendment of any such instrument, or the extension or the renewal of any instrument; (e) the assignment or sublease of the Landlord or the Tenant and forth in any of such instruments; (f) the taking or the creation of any of the interest referred to in any of such instruments; (g) any failure, cessation, delay or lack on the part of the Landlord or Tenant to enforce, assert or exercise any right, power or remedy or to obtain in any form (a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, including of assets or liabilities, receivables, notes, promissory, banknotes, assignments for the benefit of creditors, reorganization, arrangement, composition or subordination of, or other similar proceeding affecting the Tenant or any of its assets, or the dissolution of the Lease in any such proceeding; (h) the release, substitution or replacement (whether or not in accordance with terms of the Lease) of the Premises or any portion thereof; or (i) the receipt and acceptance by the Landlord of sums, checks or other instruments for the payment of money made by the Tenant and extensions and renewals thereof.

4. This Guaranty may be enforced as in any one or more hereunder either separately or cumulatively, and shall be binding upon and cause to the benefit of the Guarantor and Landlord and their respective successors and assigns. The transfer or assignment of the Lease by Landlord shall operate as a transfer or assignment to the transferee or assigns of the Guaranty and all rights and privileges hereunder. All references herein to "Landlord" shall mean the above named Landlord and all subsequent owners of the Landlord's interest in the Lease. No transfer by Guarantor of its obligations hereunder shall operate to release it from such obligations.

5. Guarantor waives notice or acceptance of this Guaranty, notice of execution and delivery of the Lease, notice of any assignment of Landlord's rights hereunder or under the Lease, notice of release discharge or Lease - Document Solutions, Inc. 09/21/2000