

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
Debtor against which claim is asserted: (Check only ONE debtor below)		
<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 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.
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		Court Claim Number: _____ (If known)
Name and address where payment should be sent (if different from above): Telephone number: _____		Filed on: _____
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.		<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.
2. Basis for Claim: <u>prepetition rent & rejection damages under lease</u> (See instruction #2 on reverse side.)		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.
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.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
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: \$ _____		<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).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
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: _____		<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: \$ _____ <small>*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.</small>
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. <i>Melissa A. Haselden</i> 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.

FILED Attorney For McKinney Place Partners, Ltd.

JUN 18 2009

BMC GROUP

On-Site Sourcing, Inc.



00217

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"

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	\$ 9,918,474	\$ 8,960,506	\$ 35,734,661	\$ 35,034,470
Costs and expenses				
Cost of sales	5,587,965	5,167,569	22,246,368	20,609,912
	4,330,509	3,792,937	13,488,293	14,424,538
Selling expense	1,293,370	1,120,736	4,544,969	4,504,840
Administrative expense	1,628,430	2,092,776	6,477,194	8,106,593
	3,911,820	3,213,512	11,022,167	12,611,433
Earnings from operations	1,408,709	579,425	2,466,126	1,813,125
Other income (Expense)	(101,308)	(30,197)	(6,992)	(18,328)
Interest Expense	(145,860)	(191,117)	(636,631)	(761,075)
	(247,168)	(221,314)	(643,623)	(779,403)
Income from continuing operations	1,161,341	358,111	1,822,503	1,033,722
Provision for income taxes	524,250	81,079	702,443	232,758
Income from continuing operations	637,091	277,032	1,120,060	800,963
Discontinued operation (Note X)				
Income (loss) from operations of discontinued (discontinuing) business, net of income tax benefit	(7,150)	(179,946)	(186,801)	(663,946)
Gain on sale of Building, net of income tax	512,853	0	512,853	
Loss on disposal of (CB) business, net of income tax benefit	0	0	(496,177)	
Net (Loss) Earnings	\$ 1,142,796	\$ 95,086	\$ 930,035	\$ 137,017
Basic earnings (loss) per common share	\$ 0.20	\$ 0.02	\$ 0.17	\$ 0.03
Diluted earnings per share	\$ 0.20	\$ 0.02	\$ 0.17	\$ 0.02
Diluted shares Outstanding	5,678,369	5,525,455	5,581,294	5,620,172

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

	December 31, 2003	December 31, 2002
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,279	\$ 2,411,672
Accounts receivable, net	8,177,822	9,414,646
Assets held for sale	-	-
Prepaid expenses	303,693	312,728
Prepaid income taxes	288,489	246,461
Prepaid income taxes	104,608	37,572
Deferred tax asset	48,442	510,453
Notes receivable	9,187,313	12,937,692
Total current assets	18,044,105	23,904,271
Property and equipment, net	648,443	648,443
OTHER ASSETS	666,134	-
Goodwill	152,787	112,479
Deferred tax asset, non-current	25,463,760	16,202,837
Other assets	-	-
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ 2,861,414	\$ -
Current portion of long-term debt	1,101,706	583,332
Accounts payable	1,987,302	1,153,599
Income tax payable	1,231,828	1,025,839
Accrued and other liabilities	7,188,439	4,372,346
Total current liabilities	13,360,689	7,062,616
NONCURRENT LIABILITIES		
Long-term debt, net of current portion	6,893,189	3,000
Deferred rent	237,747	232,724
Deferred income taxes	26,446	-
Interest rate swap contract liability	913,284	-
Total liabilities	21,384,311	10,295,340
Commitments and contingencies		
STOCKHOLDERS' EQUITY		
Common stock, \$0.01 per value, 20,000,000 shares authorized	7,402,313	9,071,972
Preferred stock, \$0.01 per value, 1,000,000 shares authorized	-	-
Additional paid-in capital	(351,244)	(351,244)
Treasury stock, (113,550 shares of common)	(3,086,142)	(3,086,142)
Retained earnings	6,885,311	11,777,865
Total stockholders' equity	8,890,238	16,601,489
Total liabilities and stockholders' equity	\$ 30,274,549	\$ 26,896,829

BMS MANAGEMENT, INC.

ACKNOWLEDGEMENT OF FOURTH AMENDMENT TO LEASE AGREEMENT

DATE OF LEASE June 30, 2003
LANDLORD Woodbranch Partners, Ltd.
ADDRESS c/o BMS Management, Inc.
4265 San Felipe, #750
Houston, Texas 77027
TENANT Document Solutions, Inc.
ADDRESS 930 Main, Suite 1760
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 22, 2003
TERMINATION DATE June 30, 2011

LANDLORD: WOODBRANCH PARTNERS, LTD.
BY: *[Signature]*
NAME: Paulin Schneider, CPM, CSM
TITLE: President/BMS Management, Inc. as Managing Agent for Landlord

LANDLORD: DOCUMENT SOLUTIONS, INC.
BY: *[Signature]*
NAME: Robert Orzuda
TITLE: President

4265 San Felipe, Suite 750 • Houston, Texas 77027
Tel: (713) 621-5022 • Fax: (713) 621-1025

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

	Three Months Ended December 31		Twelve Months Ended December 31	
	2003	2002	2003	2002
Cash flows from operating activities				
Net income (loss)	\$ 1,142,786	\$ 93,086	\$ 930,035	\$ 137,018
Adjustments to reconcile net earnings (loss) to net cash (used in) provided by operations:				
Depreciation	466,759	635,081	2,305,162	2,433,637
(Gain) Loss on disposal of assets	148,030	(189,990)	126,938	96,000
(Gain) Loss on disposal of (OB) assets	(0)	-	533,624	-
(Gain) Loss on disposal of Land and Building	(1,633,676)	-	(1,633,676)	-
Impairment of Goodwill	-	238,107	-	238,107
Provision for bad debts	-	49,615	-	49,615
Deferred income taxes	303,744	(33,086)	-	91,048
Changes in assets and liabilities:				
Accounts receivable	(660,576)	473,975	(1,261,042)	(104,058)
Notes Receivable	(504,350)	-	(504,350)	-
Prepaid supplies	93,805	1,691	190,963	108,295
Prepaid expenses	22,663	(143,373)	42,048	(45,651)
Prepaid income taxes	-	177,046	-	(567,831)
Income tax refundable	-	(368,867)	606,134	-
Deferred tax asset	324,863	154,489	67,036	-
Other assets	(47,789)	(1,066)	(40,338)	14,692
Accounts payable and accrued expenses	(471,633)	135,326	(462,186)	(272,833)
Income tax payable	96,122	-	1,023,830	-
Deferred rent	(3,089)	17,241	(5,023)	40,604
SWAP Liability	(628,607)	58,735	(628,607)	-
Increases (decreases) in provision for income taxes	-	-	-	-
Total adjustments	(1,571,208)	1,228,929	461,211	2,101,455
Cash flow from operating activities				
Net cash (used in) provided by operations	(428,423)	1,324,015	1,411,245	2,238,473
Cash flows from investing activities				
Acquisition of Property and equipment	(138,380)	103,991	(496,949)	(2,333,023)
Proceeds from disposition of equipment	11,350,660	27,245	11,536,734	41,022
Receipt of payments on notes receivable	6,643	11,413	42,337	103,138
Net cash used in investing activities	11,168,722	142,349	11,082,121	(2,386,863)
Cash flows from financing activities				
Proceeds from sale of common stock	-	79,348	190,915	754,523
Payments under long-term debt agreements	(6,203,507)	(325,111)	(7,415,474)	(1,596,344)
Long term debt borrowing	-	-	-	1,250,000
Borrowing under line of credit	3,850,341	3,858,422	17,719,452	19,260,035
Payments on line of credit	(5,980,666)	(4,479,173)	(20,380,865)	(19,518,787)
Net cash provided by financing activities	(8,333,335)	(1,666,514)	(10,885,973)	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,406,945	(252)	2,407,394	997
Cash and cash equivalents, beginning	4,779	4,531	4,270	3,282
Cash and cash equivalents, ending	\$ 2,411,673	\$ 4,279	\$ 2,411,673	\$ 4,279

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT OF LEASE is entered into this 30th day of June, 2003 ("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, 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 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 therefrom, notwithstanding anything to the contrary in the Lease, Landlord and Tenant agree as follows:

- Effective upon execution of this Fourth Amendment, the Term for a portion of the Premises consisting of Suite 955 and Expansion Area #1 (Suite 955-A) ("Extended Space"), shall be extended an additional thirty-six (36) months to expire June 30, 2014 ("Extended Term").
- Tenant's Fixed Rent for the Extended Term shall be as follows:

Suite #955	
07/01/11 - 06/30/14	\$24.00 psf/annum
Suite #955-A	
07/01/11 - 06/30/14	\$6.00 psf/annum
- 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.
- 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.

- 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 - 05/31/07	\$15.00 per rsf/annum	\$1,462.50 per month
06/01/07 - 06/30/11	\$16.50 per rsf/annum	\$1,608.75 per month

- 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.
- Landlord shall complete improvements to Expansion Area #4 in accordance with Exhibit "C" attached hereto and made a part hereof.
- 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 \$9,905.63. 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.
- 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."

- The parties hereto acknowledge that the parties and their respective attorneys have reviewed this Fourth 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 Fourth Amendment or any exhibits hereto or any amendments hereof.
- 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 solicitation 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.
- 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.
- This Fourth Amendment will be binding on the parties hereto, their respective successors and assigns.
- 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 written extrinsic 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 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 Moseley Commercial Real Estate representing the Landlord, in connection with this Fourth Amendment. Landlord shall be solely responsible for paying the leasing 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:

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: [Signature]
NAME: Robert Quezada
TITLE: President

The undersigned guarantor herein consents and approves the foregoing Fourth 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.

[Signature]
Name: Robert Quezada
Title: President
Date: 6/30/03

[Signature]
Name: Benny Solano
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")

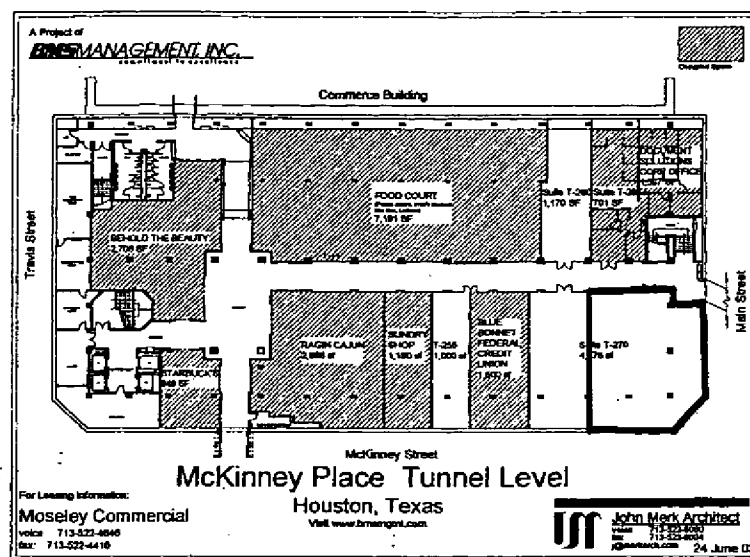
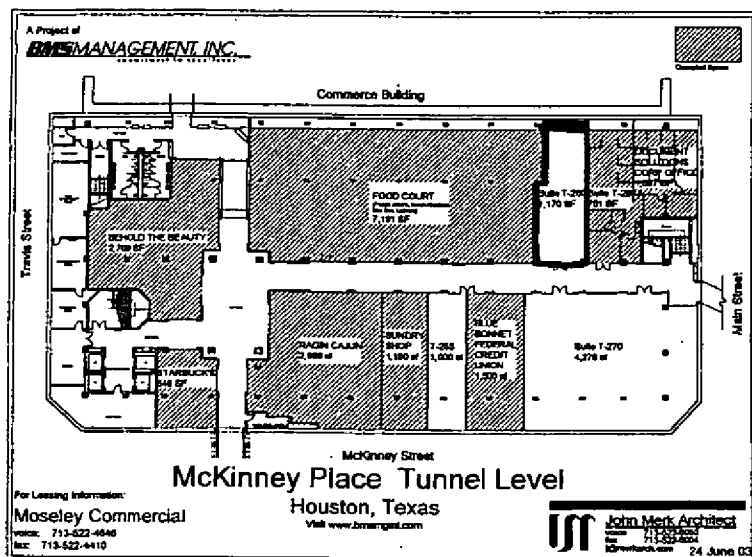


EXHIBIT "C"

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 undertake 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 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.

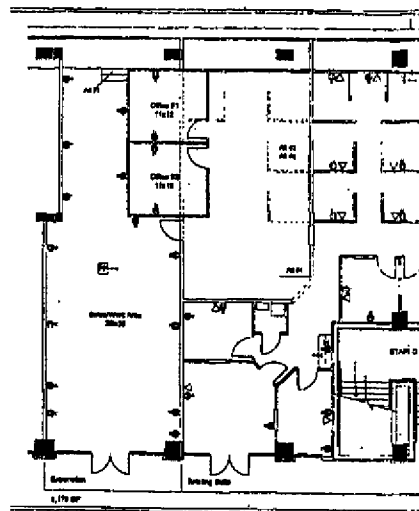
7. Landlord shall grant approval to Tenant and its agents to enter Expansion Area #4 prior to completion of Landlord's work and at times satisfactory to and approved in advance, in writing, by Landlord. The foregoing approval to enter is conditioned upon Tenant (and Tenant's agents, representatives, 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 disbarment or interference with the contractors, laborers or maintenance 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, 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:

solid lines Existing to remain
dashed lines Existing to be removed
dotted lines New to match existing

1. All work to be according to City Building Code. Prior to alterations, bring light fixtures, A/C supplies and remove and Life Safety Devices to current code.
2. Contractor to start site work to submitting bid.
3. Contractor to notify architect of any existing conditions in conflict with the drawing.
4. Contractor to notify architect of any conditions not shown in drawing that require attention.
5. All work shall include: removal, demolition of existing construction, construction of new walls, floor partitions, along with (i.e. removal of old, voided ceiling) or any other disturbance to existing because of the building, must be performed during hours of business. All plans must reflect these conditions.
6. No materials or equipment are to be used.

Finishes:

1. Paint all walls white.
2. Flooring and base are not to be changed.

Alterations:

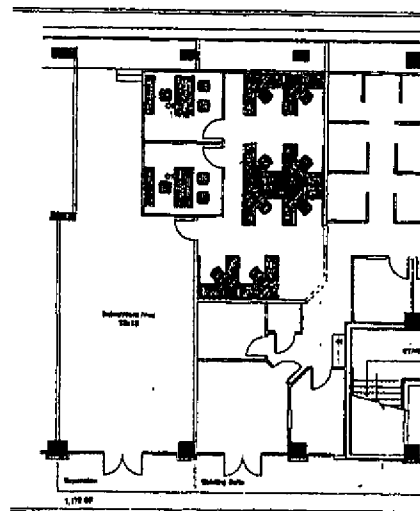
- A1-01: Metal ladder.
- A1-02: Demolish low partitions in existing space.
- A1-03: Patch carpet in existing space where partitions are removed.
- A1-04: Demolish wall in existing space. Add header to match existing.

- Existing single electrical outlet to remain.
- New double electrical outlet.
- New 4-panel electrical outlet.
- New power pole with 120/240V 30amps.

Document Solutions
McKinney Garage
Expansion 1,170 sq ft

Preliminary Plan #4
1/8" = 1'-0"
27 June 2003

John Mark Architects
11111 11111



THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT OF LEASE is entered into this 14th day of January, 2003 ("Third 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 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 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, 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 contemporaneously 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 sqft/annum ~~\$5,596.00~~ per month ^{\$2,195.88}
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 6,784 rentable square feet. The Term for Expansion Space #3 shall be coterminous 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 sqft/annum \$876.25 per month
06/01/07 - 06/30/11 \$16.50 per sqft/annum \$963.88 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 \$8,296.88. In addition, Tenant shall submit first month's Minimum and Additional Rent due on Expansion Space #3 in the amount of \$1,116.93.
8. Landlord, at Landlord's expense, shall install any tunnel 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 conjunction 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 extrinsic 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

BY: [Signature]
 PRESIDENT

TENANT:
 DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

BY: Robert Quijada, Pres.
 NAME: Robert Quijada
 TITLE: President

The undersigned guarantee 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 Quijada, Pres.
 Name: Robert Quijada
 Title: President
 Date: 1-14-03

[Signature]
 Name: Henry Salinas
 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, 2002 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.

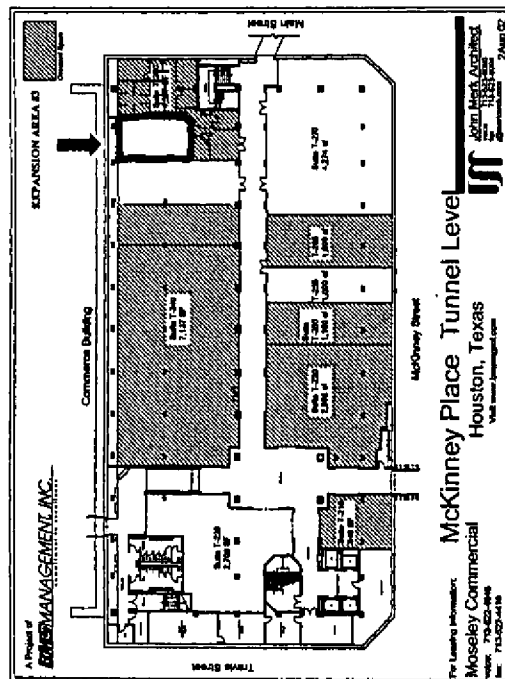
4. Tenant hereby acknowledges that the Tenant's Plans and Finish Out Work will not include the installation of Tenant's telephone and/or data wiring and equipment within the Premises. This work is Tenant's Finish Work. This and all Tenant's Finish Work is to be contracted for by Tenant at Tenant's expense. 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 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 contractors in the conduct of their work in the Expansion Space #3. If at any time such entry by Tenant shall cause disharmony or interference with the contractors, laborers or materialmen 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 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

EXHIBIT "A"
EXPANSION AREA #3



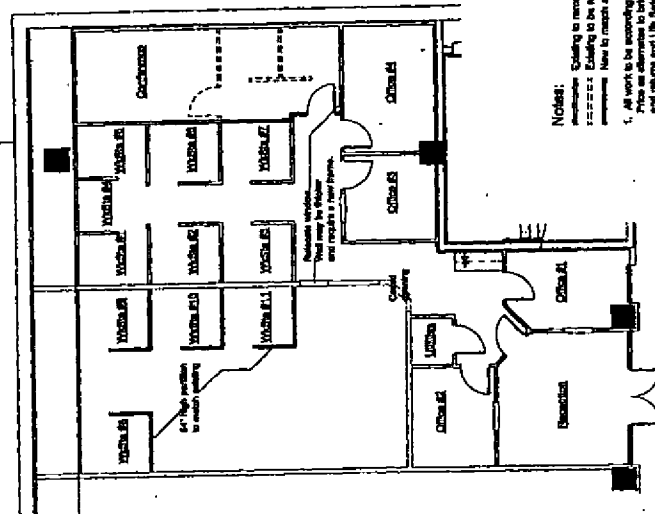
whatsoever as a result thereof.

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.

EXHIBIT "B-1"

FINAL PLANS



Notes:

Building is essential. Building is an important element. How to reach market.

1. All work to be submitted to City Building Code.
2. After all documents to bring final outcome. A/C supplies return and final work to be made to final work.
3. Contractor to supply architect of any existing conditions in conflict with the drawings.
4. Contractor to notify architect of any conditions not shown in drawings and final outcome.
5. Contractor to notify architect of any conditions not shown in drawings and final outcome.
6. Contractor to notify architect of any conditions not shown in drawings and final outcome.
7. Contractor to notify architect of any conditions not shown in drawings and final outcome.
8. Contractor to notify architect of any conditions not shown in drawings and final outcome.
9. Contractor to notify architect of any conditions not shown in drawings and final outcome.
10. Contractor to notify architect of any conditions not shown in drawings and final outcome.

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Existing Space:

1. Point of new wells and all wells affected by construction.
2. Patch existing carpet where wells are drilled.

Expansion Space:

1. Point of wells unless noted.
2. New building standard carpet & 2-1/2" rubber base unless noted.

Document Solutions
McKinney Garage
Tunnel Level Expansion 701 sq ft

Preliminary Plan
1.8" = 1'-0"
4 December 2002

John Mark Architect
Voice 714.224.2888
Fax 714.224.2884
E-Mail jma@jma.net

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 77027
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 Overzada, Pres. BY: Philip Schneider
Name Robert Overzada NAME Philip Schneider, CPM, CSM
Title President TITLE President/BMS Management, Inc. as Managing Agent for Landlord

4265 San Felipe, Suite 750 • Houston, Texas 77027
Tel: (713) 621-3222 • Fax: (713) 621-1025

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:

1. Effective March 1, 2002 or upon substantial completion of improvements in accordance with Exhibit "C" attached hereto ("Expansion Date") the Leased Premises shall be expanded into the tunnel level by an additional 1,597 square feet as shown on Exhibit "A" attached hereto ("Expansion Area #2") for a new total of 6,083 rentable square feet, for a term of sixty (60) months from the Expansion Date as defined herein.
2. 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/month \$1,996.25 per month
3. Upon the Expansion Date herein, Section 3.3 ("Additional Rent") of the Lease shall apply to the Expansion Area #2.
4. Landlord shall complete improvements in accordance with Exhibit "C" attached hereto and made a part hereof.
5. 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 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 Second Amendment or any exhibits hereto or any amendments hereof.
6. 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 mutually 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 extrinsic 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 Second Amendment which are not incorporated in writing in this Second Amendment. It is likewise 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 Quezada
NAME: Robert Quezada
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.

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

[Signature]
Name: Henry Solano
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 ("Tenant's Plans") for Tenant's desired layout, improvement and finish of the Leased Premises, including electrical and mechanical drawings and detailing plans showing the location of partitions, electrical outlets, telephone outlets, sprinklers, 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 later 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 up to two (2) major revisions. Landlord and Tenant 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 (by initialing by Tenant and Landlord, or their duly appointed representatives), 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" equal to 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 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 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 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 in the extent that such change order results in costs or charges which will exceed the Buildout Allowance.

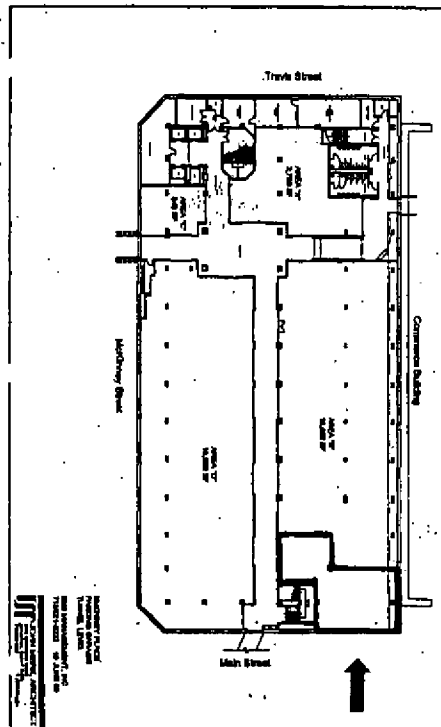


EXHIBIT "A"
EXPANSION AREA #2

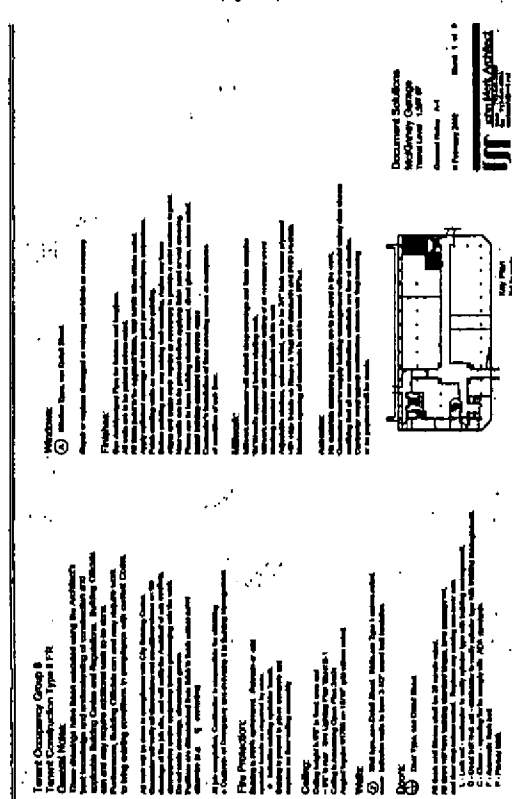
7. Landlord shall, at Tenant's sole cost and expense, take whatever action necessary to obtain and maintain all authorizations, approvals and permits required by any governmental authority for the Finish Out Work. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

8. Landlord shall grant approval to Tenant and its agents to enter the Expansion Space 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 Space. If at any time such entry by Tenant shall cause disharmony or interference with the contractors, 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 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 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.

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

10. 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.

11. All progress payments of the Build-Out Allowance shall be at no more than ninety percent (90%) of the amount certified to be due. Ten percent (10%) retainage shall be held pursuant to the provisions of Chapter 33 of the Texas Property Code. All supporting invoices and executed partial release and waivers of mechanic's lien for work performed from each of the major subcontractors, materialmen, and the contractors shall be included in every Construction Draw request. Once Finish Out Work is completed, the contractor must submit a certificate certifying that all work (including punch list items) under the construction contract with the contractor has been completed and that the materials have been physically incorporated into the Finish-Out Work free of liens and encumbrances, the work conforms to Tenant's plans and the Finish Out Work has been constructed in a good and workmanlike manner. Provided that all of the above terms are met, Landlord shall be obligated to pay such submitted invoices. The final payment (retainage) of the progress payment shall be made no sooner than thirty (30) days and no later than forty-five (45) days after all of the construction has been completed and all work performed is satisfactory to both Landlord and Tenant and after receipt of all executed full releases and waivers of lien.



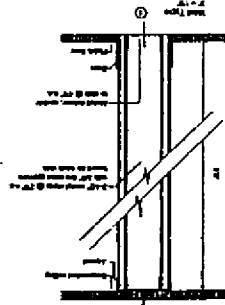
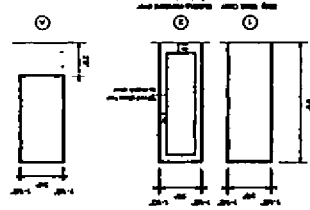


EXHIBIT "C-1"
FINAL PLANS
(Page 2 of 9)

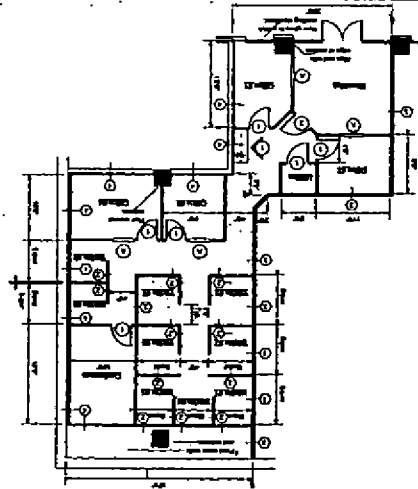
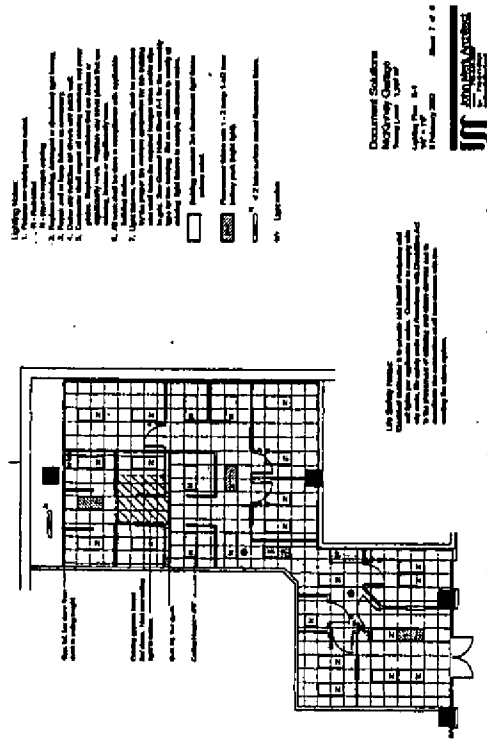
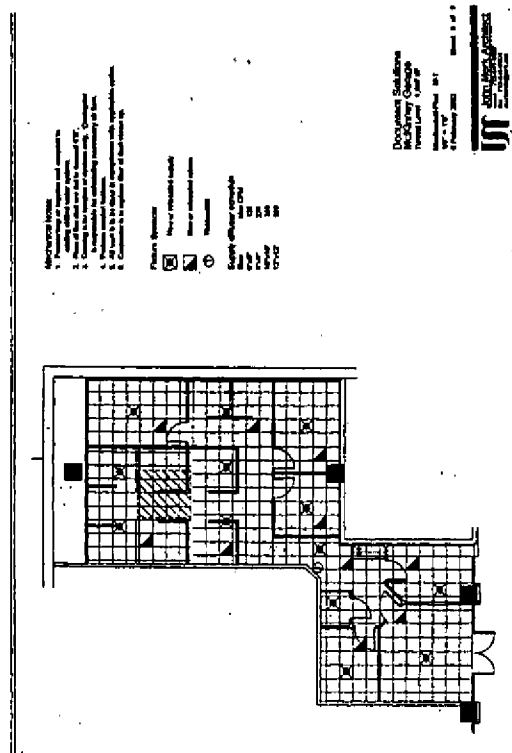


EXHIBIT "C-1"
FINAL PLANS
(Page 7 of 9)



13

EXHIBIT "C-1"
FINAL PLANS
(Page 6 of 9)



12

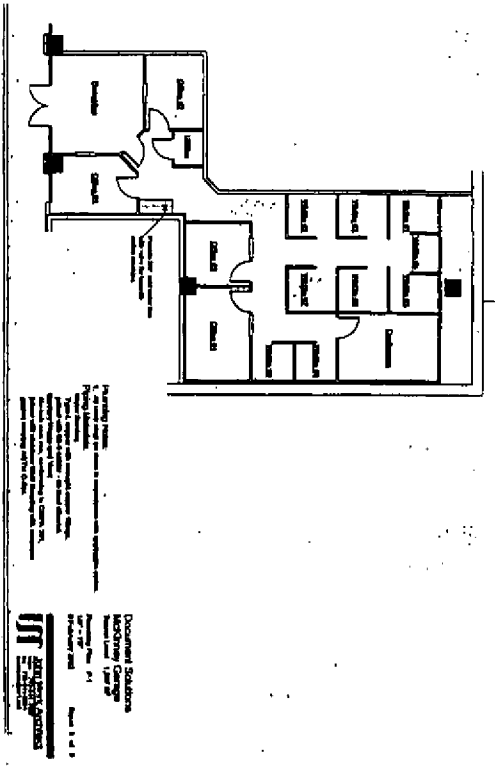


EXHIBIT "C-1"
 FINAL PLANS
 (Page 8 of 9)

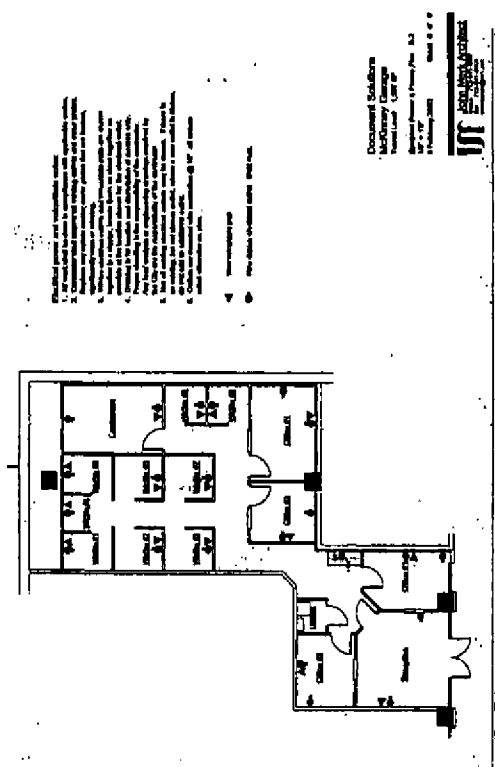


EXHIBIT "C-1"
 FINAL PLANS
 (Page 8 of 9)

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 McKlenny 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:

1. 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.
2. Upon the Rent Commencement Date herein, Tenant's Fixed Rent for the Expansion Area #1 shall be as follows:

Time Period	Rental Rate per Floor Area per Annum	Monthly Rental Payment
06/01/01 - 06/30/11	\$4.12 per sq/annum	\$167.00 per month

3. Upon the Rent Commencement Date herein, Section 3.3 ("Additional Rent") and Section 6.6 ("Tenant Allowance") of the Lease shall not apply to the Expansion Area #1.
4. 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 hereof.
5. 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.
6. 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.
7. This First Amendment will be binding on the parties hereto, their respective successors and assigns.
8. 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 extrinsic 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 Quezada
TITLE: President

The undersigned guarantor herein consents and approves the forgoing 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 Quezada
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: DOCUMENT SOLUTIONS, INC.

LANDLORD: WOODBRANCH PARTNERS, LTD.

BY: Robert O. Oakes, Pres.

NAME: Robert O. Oakes

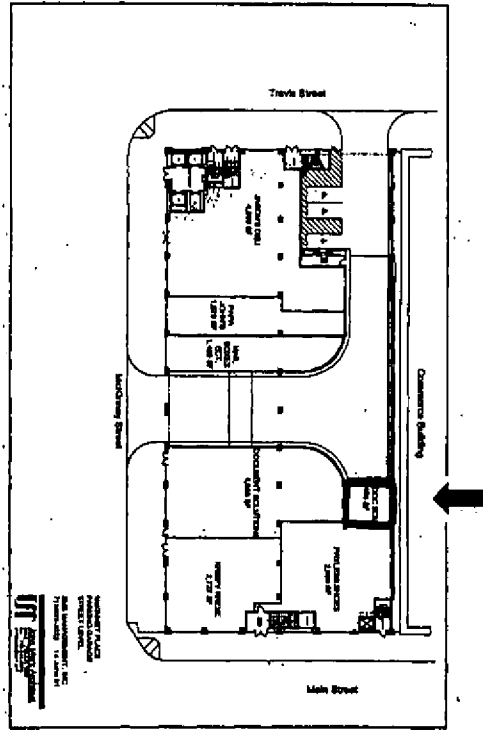
TITLE: President

BY: [Signature]

NAME: Philip Schneider, CPM, CSM

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

4265 San Felipe, Suite 750 • Houston, Texas 77027
Tel: (713) 821-3222 • Fax: (713) 821-1025



EXPANSION AREA #1
EXHIBIT 'A'

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LEASE

BETWEEN

WOODBURCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP

LANDLORD

AND

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

TENANT

For
Retail Space
in the
Real Property located at:

930 Main Street w/ McKinney
Houston, Texas

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LEASE

THIS LEASE, made as of the 21st day of September, 2000, by and between WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord"), having an office at 900 BNS Management, Inc., 2465 San Felipe, Suite 750, Houston, Texas 77027, and DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION ("Tenant"), having an office at 723 Main, Suite 430, Houston, Texas 77003, which address is to be used as Tenant's Notice Address until the Commencement Date hereof.

WITNESSETH:

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

ARTICLE I

BUILDING; PREMISES; TERM; RENEWALS

Section 1.1. Building. Landlord is the sole owner in fee simple of the building located at 930 Main Street, Houston, Texas (the "Building") set out of the parcel of land (the "Land") upon which the Building is located and which is more particularly described on Exhibit "A" annexed hereto (the Building and the Land are sometimes herein referred to collectively as the "Real Property").

Section 1.2. Premises. (a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and in accordance with the terms, covenants, conditions and provisions of this Lease, that certain space (the "Premises") comprised of approximately 4,000 square feet of the first floor of the building located at 930 Main Street, Houston, Harris County, Texas (hereinafter called the "Building") that is delineated by cross-hatching on the floor plan annexed as Exhibit "B" hereto which address is to be determined by Landlord and submitted to Tenant under separate cover. The Premises shall contain approximately 4,000 square feet of total "Floor Area" (as hereinafter defined). The term "Floor Area" shall mean the number of square feet of floor space on each level of the Premises devoted to Tenant's exclusive use and occupancy within the exterior faces of exterior walls, store fronts, walls flanking on the ground level, or interior Common Areas, corridors and service areas (except party and interior walls, as to which the owner thereof shall be used), including, by way of illustration and not by limitation, sales area, warehouse or storage area, office or clerical area, and employee facilities. The Floor Area shall exclude any common electrical utility or meter rooms shared with any other "Occupant(s)" (as defined in Section 2.2 hereinafter). The Floor Area shall be subject to adjustment not greater than +/- 5% on the "Rent Commencement Date" (defined in Section 1.3 hereinafter) based upon actual as-built measurements of the Premises pursuant to a certification signed by Landlord's architect; and as a result there shall be an adjustment of "Floor Area" (as defined in Section 1.1). The Premises are depicted, together with all facilities which serve the Premises, and with all other appurtenances, rights and privileges in it or appurtenant thereto, including, but not limited to, the right for Tenant and its sublessee, concessionaire, officers, employees, agents, customers and invitees to use in common with Landlord and other tenants and occupants of the Building the common areas of the Real Property, including, without limitation, if any, the lobbies, doorways, elevators, hallways, roof, driveway, loading docks, delivery passages, service corridors, exit stairways, landscaped areas, sidewalks, common shafts, shared system areas, and restrooms (herein collectively, the "Common Areas").

(b) Except for Landlord's obligation to perform the Landlord's Work (as defined in the "Workletter" annexed hereto as Exhibit "C") and Landlord's obligations under Section 2.3 below, Landlord shall not be required to perform any work in the Premises to make 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 costs therefor, Landlord agrees to perform the work and Tenant agrees to pay Landlord all agreed costs, including both plan costs and actual construction costs, within thirty (30) days after Landlord's completion of all work requested by Tenant and Tenant's receipt of Landlord's request for such costs. In the event Tenant shall fail to pay the costs due Landlord prior to the date Landlord pays the "Tenant Allowance" (as defined in Section 6.3 hereof), Landlord shall have the right to deduct the amount due from the Tenant Allowance. If the amount due shall exceed the Tenant Allowance, Tenant shall remain liable for any costs amount. The preceding sentence does not, 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 Real Property. The terms and provisions concerning the performance of Tenant'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 violations 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 Tenant's Work, including, without limitation, the installation of Tenant's Exterior Signage as set forth in Section 8.1 below (collectively, the "Building Permits").

Section 1.3. Term. (a) The term of this Lease 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 first (121) month anniversary of the Rent Commencement Date (the "Initial Term"); the term "Term" shall refer to the Initial Term and any renewal term(s). The term "Commencement Date" shall mean the date on which all of the following conditions have been satisfied: (i) Landlord's Work shall have been substantially completed (as determined pursuant to the provisions of Section 2.02 of the Workletter); (ii) the Premises shall be available for, and tendered to, Tenant for its exclusive use and possession in a neat and clean condition and free of all tenants and occupants; (iii) Landlord shall have given Tenant at least sixty (60) days' prior written notice that the conditions set forth in clauses (i) and (ii)

have been satisfied. The term "Rent Commencement Date" means the date that occurs the earlier of March 1, 2001 or the date Tenant opens for business sixty (60) days after the Commencement Date.

(b) Landlord shall cause the Commencement Date to occur by October 15, 2000. If for any reason (including Events of Force Majeure (as defined in Section 19.4 below)) the Commencement Date does not occur by December 1, 2000 (the "Outside Date"), then Tenant shall have the right and option to cancel this Lease as of Tenant's sole and exclusive remedy, by notice to Landlord given at any time after the Outside Date and prior to the Commencement Date.

(c) Promptly after the Commencement Date and the Rent Commencement Date have been determined, Landlord and Tenant shall each execute, acknowledge and deliver to the other a written statement in the form annexed hereto as Exhibit "D" confirming the Commencement Date, the Rent Commencement Date and the Expiration Date, but the failure of the parties to execute such a statement shall not defer the Commencement Date or the Rent Commencement Date or otherwise invalidate this Lease.

Section 1.4. Renewal. Provided Tenant is not in default beyond any applicable notice and cure period at the time such option is exercised, Tenant shall have one (1) separate, successive renewal option (each, a "Renewal Option") to extend the Term for a period of five (5) years each week-week period (a "Renewal Term"). 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. If Tenant timely exercises a Renewal Option, then the Term shall be automatically extended for the applicable Renewal Term. Within thirty (30) days after Tenant has exercised its option to extend the Term, Landlord and Tenant shall enter into an Amendment to the Lease setting forth the Term of such extension. Each Extended Term (a) shall commence on the day after the then current expiration date of the Term (b) shall expire on the fifth (5th) year anniversary of such then current expiration date and (c) shall otherwise be upon all of the same terms, provisions and conditions set forth in this Lease for the Initial Term, except for the Fixed Rent will be at the then market rate, as provided for in Exhibit E hereto.

ARTICLE 2

USE; COMPLIANCE WITH LAWS

Section 2.1. Use of Premises. (a) The Premises may be used (collectively, the "Intended Use") for the operation of retail sale of office supplies and printing material and copying services, business printing (i.e., small signs, business cards, etc.), passport photos, computer workstations, graphic design, and all similar and ancillary purposes and for no other legal purpose. The Intended Use shall hereinafter be referred to as the "Permitted Use". Tenant 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 Leaseable Areas. Landlord shall not, at any time during the Term, permit any Occupant to use any Leaseable Area (other than the Premises) for any of the Intended Use. Landlord further covenants that no space in any real property located adjacent to or within five hundred feet (500') of the Building which is now or may subsequently be acquired or leased by Landlord (or a related entity or affiliate of Landlord), shall be leased or occupied by or conveyed to any other party for use for any of the Intended Use. 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. "Leaseable Area" shall mean the Floor Area of the Premises plus the portions of the Building that are leased or are available 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 affiliate of Landlord but in no event shall Leaseable Areas include any of the parking spaces available in or on the Garage as hereinafter defined. The provisions of this Section 2.2 to the contrary notwithstanding, in the event that Tenant ceases to conduct business in the Premises for a period of this (6) consecutive months or more, Landlord may give Tenant notice of an intent to terminate the Permitted Use which are set forth on Exhibit "F" annexed hereto. If 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 the restrictions against Prohibited Use. Further, in the event Tenant shall be in default of this 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 Use from and after the effective date of the termination of Tenant's right to possession.

Section 2.3. Compliance with Laws. (a) Landlord represents, warrants and covenants that, on the Commencement Date, 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 governmental (or quasi-governmental) authorities having jurisdiction over the Real Property as of the date of this Lease (collectively, "Legal Requirements").

(b) Tenant, at its expense, shall comply within the Premises with all Legal Requirements relating to the Premises; provided, however, that nothing contained in this Section 2.3(b) shall require Tenant to make any structural alterations, repairs or changes in order to comply with any Legal Requirements, except to the extent that the obligation to so comply arises by reason of either (i) Tenant's performance of any Alterations of a type that are not commonly performed by or on behalf of retail tenants in first class office buildings in the City of Houston, or (ii) Tenant's particular manner of use of the Premises (i.e., as opposed to Tenant's use of the Premises for one or more of the Premises' Uses). Tenant may defer compliance with a Legal Requirement so long as Tenant shall be diligently considering the validity or applicability thereof in accordance with Section 2.3(c) below. Landlord shall cooperate with Tenant, but shall not be obligated to contribute to any costs or fees incurred by Tenant, in connection with the

performance of Tenant's obligations under this Section 3.1(b). 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.

(c) 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 2.3(b) above. Landlord may defer compliance with a Legal Requirement so long as Landlord shall be diligently conducting the validity or applicability thereof in accordance with Section 2.3(d) below. Landlord, throughout the Term, shall maintain in effect a permanent or temporary certificate of occupancy for the Building that will permit the use of the Premises for retail use.

(d) Either Landlord or Tenant (the "Responsible Party"), at its sole cost and expense and after notice to the other party hereto, may contest, by appropriate proceedings prosecuted diligently and in good faith, the validity 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) or to prosecution 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 contest, (iii) if Landlord is the Responsible Party, neither the Premises (nor any part thereof) nor any part of the Building which occupies 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 contest, and such non-compliance or contest shall not prevent Tenant from lawfully occupying the Premises, or performing any Alterations, or obtaining any and all permits and licenses required to be obtained by it in connection therewith, and (iv) the Responsible Party shall keep the other party advised as to the status of such proceedings.

ARTICLE 3 RENT

Section 3.1. Security Deposit. Tenant covenants and agrees to pay Landlord a Security Deposit in the amount of SEVEN THOUSAND THREE 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 (hereinafter described) by Tenant under this Lease, Landlord may, from time to time and without prejudice to any other remedy, apply said Security Deposit to the extent necessary to pay any amount of Base Rent and any other charges, injury, expense or liability caused or incurred by each Event of Default. Landlord shall, subject to the terms of this Lease, return to Tenant any remaining 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 measure of Landlord's damages in case of default by Tenant. If at any time during the Term hereof, the 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 written notice from Landlord, 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 Year: 1-5	\$10.00 per square foot of the Floor Area per annum
Lease Year: 6-10	\$11.00 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 occurs the expiration (or earlier termination) of the Term occurs on a day other than the first or last day, respectively, of a calendar month, then the first and last payments of Fixed Rent shall be prorated on a per diem basis. Tenant shall reimburse Landlord for the cost of the Fixed Rent in quarterly installments of SIX HUNDRED SIXTY SIX and NO/100 (\$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 Real Property or any of the components 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 1.1.1, hereof nor any part of the cost of replacement or repair of the Building or the Real Property. In lieu of any contribution toward the cost of repair and maintenance of the Building or the Common Areas, the cost of insurance, the amount of any taxes or any other additional charge other than the payment of Fixed Rent (including, but not limited to, any charges related to the tunnel 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 Extended Term. The Additional Rent for each year of the Term and Extended Term shall be divided by twelve (12) and payable in monthly installments along with each monthly installment of Fixed Rent. The total charge for Additional Rent shall be based upon \$4.00 per square foot of Leasable Area within the Premises (i.e. $5,428 \times \$4.00 = \$21,712.00$). In the event the number of square feet of Leasable Area within the Premises is either more or less than 4,000, the Additional Rent due hereunder 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 mean the tunnel system connecting the Building to the Houston Central Business District Tunnel System ("Tunnel System") and the street level elevator lobby, corridors and rooms in the Tunnel System. Landlord warrants and represents that at all times during the Term and the Extended Term of this Lease Landlord shall provide and maintain access to the Tunnel System and will not do or fail to do anything that would cause access to the Tunnel 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/HVAC/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, put 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 regulate) the electric power furnished to any Common Area or to any other portion of the Building (or lighting or otherwise);

(ii) all necessary panels, conduits, feeders, wires 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 room only at a level (the "Base Electric Power Level") of not less than 15 watts live load per square foot of the Premises, which electric power ("w") shall be inclusive of the electric power needed to operate the Premises HVAC System, (4) the chilled water system for the HVAC System, (5) 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 (overriding the above) to measure exclusively the chilled water to be provided to the Premises' HVAC system by Northwest Houston or its successors and/or assigns. Tenant shall pay the same rate charged to the Landlord by Northwest Houston without increase or mark-up 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 contract direct with Reliant Energy for their service. Two 480 volt, 1000 amp meter centers have been installed in the electrical room adjacent to the vault. The Tenant shall provide a disconnect and wire in conduit to their space. Within their space the Tenant shall set 480 volt panels, transformers and 120/208 volt panels to serve all their electrical needs including their air conditioning systems mentioned above. Tenant may make such connections at such electric panel as will allow Tenant to draw electric power therefrom at the Base Electric Power Level and to distribute such electric power to the various points throughout the Premises where such electricity is consumed and/or 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 commit or suffer any act or omission that would interrupt, diminish 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 its own arrangements with the Electric Utility Company and a telephone company selected by the 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 and/or 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 hazardous condition, or (ii) violate any Legal 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, (2) 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 furnished 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 wires, root equipment area and those spaces of the Building (ii) negotiate the terms (whether implied, oral or written) under which any Providers furnish Telecommunications Services in the Building as of the Commencement Date (collectively, "Current Providers"); provided however, such negotiations shall not prevent a Current Provider from furnishing Telecommunications Services to the Premises; (iii) require Providers to enter into a written license agreement with Landlord; and (iv) require Providers to furnish customary evidence of financial creditworthiness, insurance and business reputation acceptable to Landlord. After the Commencement Date, Tenant shall give Landlord 90 days prior written

notice of Tenant's desire to use a new Provider who is not a Current Provider. Tenant shall not extend Telecommunication Service, or otherwise make its Telecommunication facilities available to other tenants or occupants of the Building without Landlord's prior written consent. TO THE FULLEST EXTENT PROVIDED BY THIS 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 4.2 **Water/Steam.** Landlord shall provide sewer service and an adequate quantity of hot and cold water for cleaning, drinking, laundry and kitchen/pantry purposes, twenty-four (24) hours a day, seven (7) days a week, to the property. Sanitary subsoils have been provided along the central corridor of the tunnel for use by the Tenant. The 4" subsoils are located below the basement and first floor with vent piping subsoils also provided above the respective ceilings. Domestic water has been subsoiled out in the ceiling cavity of the basement for use of the basement and first floor tenants. The Tenant shall extend copper or galvanized domestic water lines from 2 1/2" valve each out to serve all fixtures in the Premises. Hot water shall be provided by the Tenant with electric water heaters connected to the Tenant's electrical service. All hot water piping shall be copper or galvanized and shall be insulated.

(i) a submeter (the "Tenant Water Submeter") at Tenant's expense to measure exclusively the water to be provided to the Leased Premises by the City of Houston. Tenant shall pay the same rate charged to the Landlord by the City of Houston without increase or mark-up of any kind.

Section 4.3 **Grates/Tubs.** 4" grates line subsoils have also been provided below the basement floor and below the first floor for future tenant restaurants. The subsoils are located along the central corridor and shall be extended to the tenant kitchen area during the kitchen floor. The grate trap located in the west end of the basement is sized for 3,000 gallon or 250 seats per the City of Houston Building Code.

Section 4.4 **Risk Ventilation and Air Conditioning.** (a) Landlord, at its sole cost and expense and as part of Landlord's Work, shall activate or cause Northwind Houston to activate and put into good working order the main chilled water system serving the Premises but not within the Premises as provided in the Workletter (collectively, the "Premises HVAC System"). Tenant, at its sole cost and expense and as part of Tenant's Work, shall provide their own air conditioning system for their space. The air conditioning system shall include air handling equipment, ductwork, grilles, piping and controls as required to cool and heat the space. Cooling shall be obtained from the chilled water system provided to the building by Northwind Houston (2" A Northwind valve room has been located on the south flow of the basement wall with valves subsoiled for future connection of all Tenant chilled water needs). The Tenant shall provide piping from their air handling units located in their space to the Northwind valve room. Chilled water is provided by Northwind at 34° Fahrenheit and shall be returned at 50° Fahrenheit. Heating shall be provided by the use of electric heater located within the tenant air handling unit, VAV boxes are within the space. Electric heater shall be fed from the Tenant electrical panels. Outside air for Tenant space ventilation shall be obtained from the outside air shaft located at the Northeast corner of the basement and first floor. Tenant shall install ductwork from the shaft to their space and install outside air fan, filters, precoolers, etc. as required for the ventilation of their space. Tenant shall provide their own roller exhaust fan or miscellaneous exhaust fan with ductwork routed from the exhaust shaft located at the Northwest corner of the basement and first floor. The ductwork shall be extended to the second floor exhaust room and terminate in the exhaust header located in the West wall. The Tenant shall provide water subsoils for all Kitchen hood or grease ladle air. The scrubber fans shall be provided from the Tenant's electrical service. Tenant shall be responsible for the repair and maintenance of all HVAC equipment and piping located within and exclusively serving the Premises and exhaust scrubbers. From and after the Commencement Date, Landlord, at no cost to Tenant (other than the charges for electric power payable by Tenant to the Electric Utility Company as provided in Section 4.1 above and the cost of chilled water as provided in Section 4.1 (b) above), shall provide chilled water, twenty-four (24) hours a day, seven (7) days a week ("HVAC Service") to the Premises, through the Premises HVAC System, on an all year-round basis. The controls for the air handlers shall be located in the Premises and Tenant may operate and control such system to provide HVAC Service at such hours and times as Tenant may elect. Throughout the Term, Landlord shall maintain repair and replace the Premises HVAC System so as to keep the same in good working order and so that the same operates throughout the Term at the levels at which the Premises HVAC System is designed to operate.

Section 4.5 **Gas.** A meter (the "Tenant's Gas Meter") to measure exclusively the 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 register) the gas service furnished to any Common Area or to any other portion of the Building (for gas service or otherwise). Gas service for tenants is available in the Northwest corner of the basement. Tenant is responsible for contracting with Reliant Energy/Enxco for gas service including meter costs. Tenant shall run black riser gas piping above ceilings to the Premises.

Section 4.6 **Interruption of Service.** (a) Landlord shall not be liable to Tenant for any stoppage, interruption or diminution of utility services or HVAC Service to the Premises due to Force Majeure or interruptions caused by or the responsibility of any utility company servicing the Premises, provided Landlord uses best efforts to correct such stoppage, interruption or diminution as quickly as is reasonably possible. During any such interruption, Landlord shall use Landlord's best efforts to provide temporary cooling towers and chillers to provide conditioned air to the Premises.

(b) Landlord (i) shall not stop, diminish or interrupt any utility services or HVAC Service to the Premises or interrupt the use of any of the Building's facilities or systems serving the Premises, without first

providing Tenant at least four (4) Business Days' notice of the approximate time and duration of such stoppage, diminution or interruption, unless such stoppage, diminution or interruption is effected by Landlord in response to an emergency or pursuant to a Legal Requirement, in which case Landlord shall, to the extent possible, give Tenant such prior notice of the stoppage, diminution or interruption in question as shall be reasonable under the circumstances and (ii) during Tenant's normal business hours, shall not voluntarily stop, voluntarily diminish or voluntarily interrupt any utility services or HVAC Service to the Premises or voluntarily stop, voluntarily diminish or voluntarily interrupt the use of any of the Building's facilities or systems serving the Premises, provided that Landlord may voluntarily effect such a stoppage, diminution or interruption at any time or times if the same is effected by Landlord in response to an emergency.

(c) Landlord and Tenant 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 (i) there shall occur any stoppage, interruption or diminution of utility services or HVAC Service to the Premises which renders the Premises or any portion thereof unsuitable and (ii) such stoppage, interruption or diminution results from (a) Landlord's failure to pay any bill for utility services which results in utility interruption, makes any repair or perform any work of Landlord that it is required to make or perform under this Lease or by any Legal Requirement, (b) Landlord's making of any repair to the Building or its performance of any work to or about the Building, or (c) any other breach of, or default under, this Lease by Landlord, and such services are not restored within twenty-four (24) hours, then Fixed Rent and Additional Rent shall abate for the period that the Premises is rendered unsuitable (or, in the event that only a portion of the Premises is rendered unsuitable, Fixed Rent and Additional Rent shall abate for each period with respect to the portion of the Premises that is rendered unsuitable).

Section 4.7 **Fire Protection.** The entire basement and first floor is required to be sprinkled by the City of Houston building code. The system has been installed to a light or ordinary hazard requirement with the present head spacing of one foot per 225 square feet. The Tenant shall be responsible for extending the existing head down to the new ceiling if applicable and adding any additional head required to provide additional coverage within the Premises.

Section 4.8 **Tunnel/Legal Requirements.** The tunnel level has been building public utilities to support the tenant needs. In addition, under the existing lines have been provided above the main tunnel corridor to allow installation of additionally required utilities, tenant desired staff facilities or other tenant plumbing requirements within the Premises.

ARTICLE 5 REPAIRS AND MAINTENANCE

Section 5.1 **Landlord's Obligations.** Landlord, at its sole cost and expense, (a) shall maintain the Base Building in good and tenable condition, and shall, as and when needed, make all repairs to and replacements of the Base Building, and (b) shall, as and when needed, make all repairs to and replacements of the Premises or any portion thereof the need for which is occasioned by a latent defect or the negligence or willful misconduct of Landlord or any of its agents, employees or contractors (any repair or replacement described in the preceding clauses (a) and (b) of this sentence, a "Landlord Repair"). Landlord shall perform its obligations under this Section 5.1 in a diligent, first-class manner and in compliance with all Legal Requirements, and shall exercise all reasonable efforts to minimize any interference with Tenant's business operations that may be occasioned thereby. Furthermore, if performance of Landlord's obligations under this Section 5.1 is likely to have a substantial impact on Tenant's use and occupancy of the Premises, Landlord shall perform such obligations after Tenant's normal business hours. For the purposes hereof:

(1) the term "Base Building" means the Building System, the Common Areas, the foundations of the Building, the interior and exterior Building structure, the roof and roof membrane, including maintaining a water tight seal between the roof of the Premises and the parking garage above, the floor slab of the Premises, the exterior walls (including the interior surface of exterior walls and all windows, doors and glass but excluding the storefront glass) of the Premises; and

(2) the term "Building Systems" means all of the facilities and systems serving the Building, to the extent brought to (and including), but not beyond, the point of distribution to the Premises or the point of connection for the Premises, including, without limitation, the Premises HVAC System, the Building's electrical, mechanical, sanitary, sprinkler, utility, power, cooling, heating, ventilation, elevator, sewer, gas plumbing (including the control, alarm and prevention systems, window washing, waste removal, exterior lighting (excluding Tenant signage or Tenant's Air Handler System), life safety and security systems (together with all related equipment)).

Section 5.2 **Tenant's Obligations.** Except to the extent that the Premises are required to be maintained by Landlord in accordance with Section 5.1 above, Tenant shall (a) maintain the Premises in good condition, and, as and when needed, shall make all non-structural repairs to the Premises or any portion thereof that are not Landlord Repairs, and (b) shall keep all glass, including glass in windows and doors, clean and in good condition.

Section 5.3 **Misconducting.** Landlord and Tenant expressly acknowledge (a) that the foregoing provisions of this Article 5 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 fire or other casualty shall be governed by the provisions of Article 12 below.

ARTICLE 6 ALTERATIONS; LEASEHOLD IMPROVEMENTS; TENANTS' PROPERTY

Section 6.1 Alterations. (a) Tenant shall not make any alterations, additions or improvements (collectively, "Alterations") to the Premises or the Building without first obtaining the written consent of Landlord. In each instance, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration (such as a "Permitted Alteration") that (i) is limited to the interior of the Premises; (ii) does not adversely affect the functioning outside the Premises of any Building System (other than to a de minimis extent); and (iii) does not adversely affect the structural integrity of the Building (other than to a de minimis extent); however, Tenant shall be required to notify Landlord of any repairs. Any dispute as to whether Landlord has unreasonably withheld its consent to any Alteration for which Landlord's consent is required, shall be determined by arbitration in accordance with Article 15 below. Landlord's approval of Tenant's plans and specifications for any work performed for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the Alterations constructed in accordance with such plans and specifications will be adequate for Tenant's use.

(b) Tenant, at its expense, shall (a) obtain (and furnish copies to Landlord of) all necessary governmental permits and certificates for the construction and prosecution of all Alterations, (b) cause all Alterations to be performed in compliance with such permits and certificates and all other Legal Requirements, (c) in the case of any Alteration for which Landlord's consent was required, cause each Alteration to be performed in compliance with all material respects, with the plans and specifications thereto approved by Landlord, (d) cause all Alterations to be performed in a good and workmanlike manner, (e) require Tenant's general contractor to maintain insurance including but not limited to commercial general liability insurance and (f) furnish Landlord with a complete set of final "as built" drawings of the Premises no later than 60 days following the date of the Certificate of Occupancy. Landlord, upon Tenant's request, shall (a) not be responsible to Landlord furnish or execute promptly any documents, information, consents or other materials which are necessary or desirable in connection with Tenant's efforts to obtain any license or permit for the making of any Alteration. Landlord shall not be entitled to impose upon Tenant any charges or fees of any kind (including, without limitation, charges or fees for profit, overhead or supervision) in connection with any Alteration.

(c) Tenant may perform all Alterations with construction and subcontractors of Tenant's own choosing and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall not allow the Premises or the Center to suffer any lien to be filed against it. With respect to any contract for labor or materials, Tenant, such as the Contractor and not as the agent of Landlord. Landlord, shall not require Tenant's general contractor to furnish a payment and performance bond in a form, however, Landlord expressly disclaims liability for the cost of labor payment or performance bond in a form, however, Landlord expressly disclaims liability for any alleged act or omission of Tenant, any lien, affidavit, charge or order for the payment of money shall be filed against Landlord, the Building, the Premises, or any portion thereof or interest therein, whether or not same is valid or enforceable. Tenant shall, at its own expense, cause same to be discharged of record by payment, bonding or otherwise, at the option of Landlord, no later than 15 days after notice to Tenant of the filing thereof; and in the event Tenant fails to discharge same within such time, Landlord may, but shall not be obligated to, discharge same and Tenant shall pay to Landlord all amounts required to discharge same within ten days of receipt of Landlord's statement of such amount. The provisions of this paragraph shall survive the termination or expiration of this Lease.

(d) The structural framing system for the retail spaces in the Ground Floor for the McKinney Plaza Parking Garage is typically a one-way beam and slab system. Most of the beams are post-tensioned, except for some of the beams framing the main, elevators and NISP chases. The slabs in the retail spaces are typically mild reinforced slabs. However, the ramps that begin at the Ground Floor are post-tensioned slabs. No drilling into any portion of the Ground Floor slabs shall be done without consulting with the Landlord and Walter P. Moore Engineers. The retail spaces on the Ground Floor have been designed for a higher live load capacity than for the parking spaces. Retail Area 2 (west of the ramp) has been designed to support a superimposed live load of 150 psf, while Retail Area F (east of the ramp) has been designed to support a superimposed live load of 100 psf. In Retail Area 3, the area bounded by grid lines B, 1, B 3 and 4 can support a superimposed live load of 170 psf. The first separation walls supported at the Ground Floor walls were accounted for in the design and are indicated on the construction documents. However, any new partition walls supported directly on the Ground Floor should not be masonry. No additional masonry walls may be located on the Ground Floor without consulting the Owner or the Engineer-of-Record. The structural framing system for the portions of the Intermediate Ramp Floor located over the Ground Floor Retail spaces is a one-way post-tensioned beam and slab system. No drilling into the beams or slabs shall be permitted.

Section 6.2 Leasehold Improvements. All alterations, additions and improvements to the Premises (whether or not made at Tenant's expense), including, without limitation, any built-in furniture and the alterations, additions and improvements comprising Tenant's Work or performed by Landlord as part of the Landlord's Work, but excluding any Tenant's Property, shall be referred to herein as the "Leasehold Improvements." All of the Leasehold Improvements which are attached to or built into the Premises or Building shall, upon installation, be and (subject to the provisions of Section 6.1 above) remain a part of the Premises (and, accordingly, legal title thereto will be held by the fee owner of the Real Property). Notwithstanding the foregoing, for financial reporting and federal income tax purposes, (a) those Leasehold Improvements which are installed as part of Tenant's Work and (b) those Leasehold Improvements which are owned by Landlord and (b) those Leasehold Improvements which are installed as part of Tenant's Work and which are paid for by Tenant (and not through the Allowance) will be owned by Tenant. Tenant may elect not to remove any or all of the Leasehold Improvements or Tenant's Property, in

which case the same shall become the property of Landlord upon Tenant's surrender of the Premises. Notwithstanding the foregoing, at the expiration or earlier termination of the Term, Tenant shall remove its furniture and moveable personal property.

Section 6.3 Tenant's Property. For purposes of this Lease, the term "Tenant's Property" shall mean all movable personal property, furniture, furnishings and trade fixtures owned or leased by Tenant and located in the Premises. All Tenant's Property shall be and remain the property of Tenant throughout the Term of this Lease and may be removed by Tenant at any time during the Term or upon the expiration of this Lease (or within thirty (30) days after the business termination hereof). Subject to Section 11.3 below, Tenant shall repair any damage caused by such removal.

Section 6.4 Staircases. The street level and tunnel level aluminum storefront is designed to allow Tenant flexibility to locate their entrances within the center section of each section window group. At the street level, Tenant can place an entrance consisting of either a pair of 3' wide doors or a single door with sidelight(s). At the tunnel level, Tenant can place an entrance consisting of either a pair of 3' wide doors, a single door with sidelight(s) or a roll down grille at the center section of a window group.

Section 6.5 Violations; Mechanical Losses. Tenant, at its expense and with reasonable diligence and dispatch, shall procure the cancellation or discharge of all notices of violation relating from or in connection with Tenant's Work or any Alterations, or any other work, labor, services or materials done for or supplied to Tenant, or any person claiming by, through or under Tenant (other than Landlord's Work), which (a) shall be issued by any public authority having or asserting jurisdiction over the Premises and (b) shall not be the result of any act, omission or negligence of Landlord or its agents, servants, employees or contractors. Tenant shall have no authority to create any lien for labor or materials on or against the Premises. Tenant may consent the validity of any lien filed against the Premises for any work, labor, services or materials claimed to have been performed for or furnished to Tenant or any person or entity holding the Premises or any portion thereof by, through or under Tenant, but Tenant shall cause any such lien to be discharged or removed of record by deposit or otherwise or waived over by endorsement to Landlord's title policy within thirty (30) days after Tenant receives written notice from Landlord of the filing of the same.

Section 6.6 Tenant Allowance. Landlord shall complete "Landlord's Work" (as hereinafter defined). Landlord shall pay to Tenant SEVENTY TWO THOUSAND and No/100 Dollars (\$72,000.00) as a "Tenant Allowance" to improve the Premises. The Tenant Allowance has been calculated based upon an allowance of \$11.00 per square foot of conditioned building area (i.e. \$11.00 x 4,000 s.f. = \$72,000.00). In the event the Premises shall contain more or less than 4,000 square feet, then the Tenant Allowance shall be adjusted based upon the same square footage. Subject to any off-sets as permitted in Section 1.4(b) hereof, and the receipt by Landlord of a Leasehold Improvement certificate by the contractor certifying that all work (including punch list items) under the improvement contract with the contractor has been completed and that the materials have been physically incorporated into the Leasehold Improvement free of liens and encumbrances, the work conform to Landlord's plans and the Leasehold Improvement has been constructed in a good and workmanlike manner and after receipt of all executed final releases and waivers of lien. The Allowance shall be paid to Tenant upon the date of (a) the date that Tenant has opened for business in the Premises, or (b) the date of substantial completion of Tenant's Work, as certified by Tenant's architect and within fifteen (15) days after Landlord receives written notice of the occurrence of the event. If Landlord fails to pay the Tenant Allowance within (30) days after the date due, then the Tenant Allowance shall bear interest from the date due until paid in full at that rate of interest which is the lesser of (i) the maximum interest rate permitted under applicable usury laws of the State of Texas, or (ii) twelve percent (12%) per annum.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

Section 7.1 Generally. Subject to the following terms and conditions, Tenant, without any need to obtain Landlord's consent, may (a) assign this Lease, or (b) sublease all or any portion of the Premises to any entity so long as any then existing details in connection with any assignment or sublease are completed (including Tenant, consents by Tenant or under common control with Tenant ("Tenant Affiliate") without the prior consent of Landlord provided Tenant Affiliate has equal or greater net worth than Tenant). If Tenant elects to assign this Lease or sublease the Premises to an entity which is not a parent, subsidiary or affiliate of Tenant Affiliate, or shall elect to assign this Lease or sublease the Premises in a transaction that does not include any other some operated by Tenant, Tenant shall first obtain Landlord's written consent which shall not be unreasonably withheld or delayed. If Landlord gives its consent, then Tenant shall be free to assign this Lease or to sublease the Premises as otherwise provided in this Article 7. Tenant shall notify Landlord of (a) any assignment of this Lease prior to the effective date thereof, and (b) any sublease of all or any part of the Premises prior to the commencement date thereof.

Section 7.2 Mitigation. (a) With respect to any assignment of this Lease, the assignee shall, pursuant to a written instrument, assume all of the Tenant's obligations under this Lease that accrue from and after the effective date of such assignment. Notwithstanding the assignment of this Lease, Tenant shall remain fully liable hereunder provided, however, that neither Tenant nor any successor to Tenant named herein shall be liable for any change, modification or amendment made to this Lease by any assignee to the extent such change, modification or amendment increases the liability of the "Tenant" under this Lease.

(b) All subleases shall be subject and subordinate to this Lease. If the Premises or any part thereof is sublet or used or occupied by anybody other than Tenant, Landlord may, but shall not be obligated, after default by Tenant which continues beyond the expiration of applicable notice and cure periods, collect rent from such subtenant or occupant. In either event, Landlord shall apply the net amount collected to the rent herein reserved.

(c) In the event Tenant delivers to Landlord any document or instrument requesting assignment or sublease of Tenant's space, which shall be subject to review or approval by Landlord, or for execution by Landlord (including, but not limited to, well-recognized, instruments requesting transfer or assignment, or sublease, or license or franchise agreements) and Landlord desires to have the same reviewed by Landlord's attorney, Landlord's sole and absolute obligation shall be to pay to Landlord in advance of Landlord reviewing any such document and upon demand, as additional rent, Landlord's Assignment Fee, if any, and Landlord's reasonable attorney's fee incurred for reviewing any such document or instrument, not to exceed the sum of seven hundred fifty dollars (\$750.00).

Section 8.1. **Trademark Exterior Signs.** "T-tenant may install and maintain T-tenant's standard logo signage on the exterior of the Premises and at the location designated on *Exhibit A*." The specifications and design of the T-tenant's Exterior Signs shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld; if T-tenant, at any time during the Term, shall desire to install any T-tenant's Exterior Signs which shall employ T-tenant's then standard logo and/or T-tenant's standard design and specifications for exterior signs, then Landlord's right of reasonable approval over the specifications and design of such proposed T-tenant's Exterior Signs shall be needed (including any style, color or other aesthetic aspects thereof). T-tenant, subject to its obtaining any required governmental permits and approvals, may illuminate T-tenant's Exterior Signs.

Section 8.3 Landlord's Obligations. Landlord shall cooperate, but shall not be required to pay any fee therefor, with Tenant's efforts to obtain any permit or approval required or desirable in connection with the installation and/or elimination of any of Tenant's Exterior Signs or Tenant's Interior Signs. Landlord shall not build or otherwise erect any scaffolding or other barriers which have the effect of (a) immediately impeding pedestrian access to the Building or the Premises, (b) materially reducing the visibility of the Premises (including any sign on the Building or the Premises), or (c) materially reducing the visibility of the entrance to the Building or the Premises. Landlord shall be responsible for the removal of any scaffolding or other barriers erected by Landlord in violation of this Section 8.3. If this Section 8.3 is violated Landlord shall be entitled to remedy such violation within the cure period provided. Landlord in Section 14.1 hereof.

Section 9.1 Quiet Enjoyment Landlord covenants and agrees that Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy and enjoy the Premises.

Section 1.0. **Existing Mortgages.** Lender represents and warrants that, as of the date hereof, (a) there are no mortgages that constitute a lien or charge on any portion of the Real Property, other than that certain mortgage (the "Existing Mortgage") made by Lender in favor of Bank United, and (b) there are no ground or underlying leases covering the whole or any portion of the Real Property. Simultaneously with the execution of this Lease, Lender shall obtain for and deliver to Tenant a Non-Disturbance Agreement (hereinafter defined) from the present holder of the Existing Mortgage.

Section 10.3 **Stoppage Certification.** Landlord and Tenant, without charge and at any time and from time to time, within ten (10) days after its receipt of a request from the other party hereto, shall certify the following by

Section 11.1. Landlord's Insurance. Landlord, throughout the Term, shall, at its expense, maintain the following (a) property insurance on the Building (including, without limitation, the Building Systems, the Premises, the Landlord's improvements and Landlord's property, but excluding any Tenant's Property), insuring against loss or damage on an "all risk" basis (with coverage for theft as set forth on the Causes of Loss - Special Form), in an amount not less than the actual full replacement value of the Building; (b) commercial general liability insurance (including a concurrent liability endorsement and personal injury liability coverage) in respect of the Landlord's Property and the management and operation thereof, and with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence; (c) workers' compensation insurance for bodily injury and property damage liability in any one occurrence; and (d) combined single limit coverage with coverage applicable to the State of Texas, with limits in accordance with the minimum requirements of the State of Texas. All insurances to be maintained by Landlord pursuant to this Section shall be maintained by Landlord pursuant to the terms of a policy or policies issued by a member of the American Insurance Association (AIA) and shall be in such form normally carried by prudent owners of buildings that are similar to the Building (as to location, size, condition, use and occupancy), and (2) shall be issued by a domestic insurance company, authorized to do business in the State of Texas, and having a Best's rating of A-, VII or better (or the then equivalent of such rating). The limits of such insurances shall not limit the liability of Landlord, on or prior to the Commencement Date, shall deliver to Tenant certificates of insurance, showing that the insurances required to be maintained pursuant to the foregoing provisions of this Section 11.1 is in force and will not be canceled without the prior written consent of Tenant. Thereafter, certificates showing renewal of, or substitution for, (10) days' prior notice being furnished to Tenant. Furthermore, certificates showing renewal of, or substitution for, policies which expire or are terminated shall be furnished not less than ten (10) days prior to the expiration or termination of such policy. Landlord and Tenant agree that the insurances maintained hereunder by Landlord on the Common Areas shall be primary insurance to the liability insurance maintained by Tenant under Section 11.2 hereof.

Section 11.3. Waiver of Subrogation. Each of Landlord and Tenant (the "Damaged Party") hereby releases the other party (the "Released Party") from any liability to the Damaged Party on account of any third-party damages caused by the Released Party's policy. The actual amount of damages required to be maintained by a Property Damage Insurance Policy used in the State of Texas, or the actual amount of damages required to be maintained by a Property Damage Insurance Policy issued in the State of Texas, shall be determined by the court under this Lease if the court determines it is broader than the limit and/or exclusions of the Released Party or its insurance policy. If the court determines it is not as broad as the limit and/or exclusions of the Released Party or its insurance policy, then if coverage exists in the State of Texas for such damages, the limit and/or exclusions of the Released Party's employee, contractor, agent or insurer. Neither Landlord nor Tenant shall obtain or accept any insurance policy which would be invalidated by or would conflict with such release; except that either of Landlord or Tenant shall have the right to obtain a policy of insurances that would be invalidated by or would conflict with such release (said, the policies shall not apply with respect to damages covered by such a policy), if it is no longer possible for such party procuring the insurance in question to obtain a policy which would not be invalidated and would not conflict with such release, and such party to notify the other party.

Section 11.4 Identification. (c) Subject to the provisions of Section 11.3, Landlord shall indemnify, defend and hold harmless Tenant and all Third Parties (each of Tenant and all Third Parties, "Third Parties") 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 Landlord Party, or of any connection of Landlord or any Landlord Party, to the extent such claim or suit arises out of or results from the performance of any Lease; or (ii) any accident, injury or damage occurring in, at or upon the Real Property of Landlord not Premises, except to the extent Tenant has violated the terms of this Lease; together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorney's fees and disbursements; provided, however, that the foregoing indemnity shall not apply as to any Tenant's intentional acts and omissions; and (d) Notwithstanding anything to the contrary contained herein, any Tenant's negligent Party, to the extent such claim results from the negligence or willful misconduct of the

Tenant Indemnified Party (or any employee, agent or contractor thereof). "Tenant Party" means (1) any principal, partner, member, officer, stockholder, director, employee or agent of Tenant or of any partner or member of any partnership or other entity constituting Tenant, disclosed or undisclosed, and (2) any subcontractor of Tenant or any other party claiming by, through or under Tenant, and any principal, partner, member, officer, stockholder, director, employee or agent of such subcontractor or other party; and "Tenant Parties" shall have the corresponding plural meaning.

(b) Subject to the provisions of Section 12.1.3, Tenant shall indemnify, defend, and hold harmless Landlord and all Landlord Parties (each of Landlord and all Landlord Parties, a "Landlord Indemnified Party") from and against any and all third-party claims to the extent the same arise, with respect to the Premises or surrounding areas, with respect to operations of Tenant or any Tenant Party, or of any contractor of Tenant or any Tenant Party, or (3) any accident, injury or damage occurring in, or upon the Premises, except to the extent Landlord has violated the terms of this Lease; together with all costs, expenses and liabilities incurred in connection with such claim or action or proceeding brought thereon, including, without limitation, all reasonable attorneys' fees and disbursements, provided, however, that the foregoing indemnity 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 partner or member of any partnership or other entity constituting Landlord, disclosed or undisclosed; and "Landlord Parties" shall have the corresponding plural meaning.

ARTICLE 12 CASUALTY/CONDEMNATION

Section 12.1 Casualty.

12.1.1 Landlord's Restoration Work. If the Building or Premises shall be partially or totally damaged or destroyed by fire or other casualty, then, unless this 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 invitees, Landlord, at its sole expense, shall perform Landlord's Restoration Work with reasonable dispatch and continuity. "Landlord's Restoration Work" shall mean all of the work necessary to repair and restore the Building and the Premises (including the Leasehold Improvements, but excluding the Tenant's Property) to substantially the same conditions as that in which they were in immediately prior to the happening of the fire or other casualty.

12.1.2 Rent Abatement. If the Premises shall be partially damaged or destroyed or rendered untenantable or inaccessible, then the Fixed Rent and all Additional Rent shall be abated in proportion to the area of the Premises that has been rendered untenantable, inaccessible or unfit for Tenant's use and occupancy for the period from the date of such damage or destruction until the earlier of (a) one hundred eighty (180) days after the date on which Landlord's Restoration Work is substantially completed and Tenant has reasonable access to the Premises and (b) the date on which Tenant recoups the Premises (or such portion thereof) for the normal conduct of its business (as opposed to the repair or restoration of Tenant's Property). If the Premises shall be totally damaged or destroyed or rendered untenantable or inaccessible, then the Fixed Rent and all Additional Rent shall abate completely as of the date of the damage or destruction and until the earlier of (i) one hundred eighty (180) days after the date on which Landlord's Restoration Work is substantially completed and Tenant has reasonable access to the Premises and (ii) the date on which Tenant recoups the Premises for the normal conduct of its business (as opposed to the repair or restoration of Tenant's Property).

12.1.3 Tenant's Termination Rights. If the Building or any portion thereof shall be damaged or destroyed by fire or other casualty, then Landlord, within thirty (30) days after the occurrence of the fire or other casualty, shall furnish to Tenant an estimate (the "Estimate"), prepared and certified by an architect selected by Landlord and reasonably acceptable to Tenant, of the date (the "Estimated Date") by which such architect expects the Landlord's Restoration Work to be completed. If the Estimated Date shall be a date later than two hundred eighty (400) days after the date of the fire or other casualty, then Tenant may, at its option, terminate this Lease by giving written notice to Landlord within thirty (30) days after Tenant's receipt of the Estimate. In any case where the Estimate does not give rise to Tenant's termination right as aforesaid, as well as in any case where Tenant does not elect to exercise its termination right as aforesaid, Tenant shall have the right to terminate this Lease, if for any reason, Landlord's Restoration Work is not completed by the Outside Restoration Date (as hereinafter defined). Tenant may exercise the termination right described in the preceding sentence by delivering written notice thereof to Landlord at any time following the Outside Restoration Date and prior to the date Landlord completes Landlord's Restoration Work. If Tenant terminates this Lease as provided in this Section 12.1.3, then such termination shall be effective on the date specified in Tenant's notice of termination but no later than one hundred eighty (180) days after the date of such notice as if said date were the date fixed for the expiration of the Term. Any Rent paid by Tenant for a period beyond the date of termination of this Lease or for any period of abatement shall promptly be refunded by Landlord to Tenant. For purposes of this Lease, the term "Outside Restoration Date", with respect to any fire or other casualty, shall mean the Estimated Date for the Landlord's Restoration Work in connection with such fire or other casualty, provided, however, that the Outside Restoration Date shall be postponed by one (1) day for each day that Landlord is actually delayed in completing such Landlord's Restoration Work as a result of one or more Events of Force Majeure; provided, further, however, that the Outside Restoration Date shall not be postponed by more than sixty (60) days (30) days in the aggregate as a result of Events of Force Majeure, no matter how many days Landlord is actually delayed in completing Landlord's Restoration Work as a result of one or more Events of Force Majeure.

12.1.4 Landlord's Termination Right. If (a) the Building shall be so damaged by a fire or other casualty that substantial alteration or reconstruction of the Building is required (whether or not the Premises shall have been damaged by such fire or other casualty); (b) as a result of such damage, Landlord elects to demolish the Building; and (c) leases (including this Lease) amounting to at least seventy-five percent (75%) of the Leasable Area of the Building are terminated in connection with such Casualty, then Landlord may, at its option, terminate this Lease by giving Tenant notice of such termination at any time within one hundred eighty (180) days after the date of such fire or other casualty. If such notice of termination shall be given, then this Lease shall terminate as of the date provided in such notice, which date shall be not less than six (6) months after the date of such notice (whether or not the Term shall have commenced), with the same effect as if that date were the Expiration Date.

12.1.5 Mutual Termination Right. If (a) the Building shall be damaged or destroyed by fire or other casualty during the last twelve (12) months of the then current Term, (b) the Estimate indicates that Landlord's Restoration Work will require a period of time which exceeds twenty percent (20%) of the then remaining Term, and (c) Tenant, on or prior to the date of the fire or other casualty shall not have elected to extend the then current Term, assuming Tenant had the right to do so, then and in such event, either Landlord or Tenant shall have the right, to be exercised by written notice to the other party given within thirty (30) days of the date of receipt of the Estimate, to terminate this Lease. If either party terminates this Lease as provided in this Section 12.1.5, then such termination shall be effective on the date specified in such party's notice of termination but no later than one hundred eighty (180) days after the date of such notice as if said date were the date fixed for the expiration of the Term. Notwithstanding anything to the contrary contained in the foregoing provisions of this Section 12.1.5, if Tenant, within thirty (30) days after its receipt of a termination notice from Landlord given pursuant to this Section 12.1.5, shall elect to extend the then current Term, assuming Tenant has the right to do so, then Landlord's termination notice shall be rendered null and void, this Lease shall remain in full force and effect, and Landlord, at its sole expense, shall perform Landlord's Restoration Work.

12.1.6 Express Agreement. The provisions of this Section 12.1 shall be considered an express agreement governing any case of damage or destruction of the Building or the Premises by fire or other casualty and any law now or hereafter in force which is inconsistent with the provisions of this Article 12 shall have no application.

Section 12.2 Condemnation.

12.2.1 Notice. Landlord and Tenant shall each notify the other if it becomes aware that there will or might occur a taking (each, a "Taking") of any portion of the Building by condemnation proceedings or by exercise of any right of eminent domain. For the purposes hereof, the term "Date of Taking" means the earlier of (a) the date of the vesting of title in the condemning authority and (b) the date of taking of possession by the condemning authority.

12.2.2 Termination of Lease. In the event of the Taking of the entire Premises, this Lease shall terminate as of the Date of Taking. If (a) there is a Taking of any of the rentable area of the Premises or any material portion of the Building's parking, (b) a Taking results in any decrease of ingress or egress to and serving the Premises is so altered as to materially and adversely affect the flow of traffic in, to, from or about the Premises or (c) a material obstruction to the view of the Premises or its signage will result from any post-taking construction of any roadway or otherwise, then, in any of the foregoing events, Tenant may, at its option, terminate this Lease by giving written notice thereof to Landlord. If this Lease is terminated as a result of a Taking, then all Rent shall be provided and paid as of the Date of Taking.

12.2.3 Continuation of Lease. In any case that there occurs a Taking of a portion of the Building or Premises and this Lease is not terminated pursuant to Section 12.2.2 hereof, then this Lease shall remain in full force and effect, except that appropriate adjustments shall be made to, and in respect of, the Premises, Fixed Rent and Tenant's Proportionate Share, and Landlord shall proceed with due diligence to perform any work (the "Condemnation Restoration Work") necessary to restore the remaining portions of the Building and the Premises to the condition that they were in immediately prior to the Taking, or as near thereto as possible.

12.2.4 Rent Abatement. If the Premises, or any portion thereof, shall be rendered untenantable or inaccessible as a result of a Taking, then the Fixed Rent and all Additional Rent shall be abated, in proportion to the area of the Premises that has been rendered untenantable, 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 Condemnation Restoration Work is substantially completed and Tenant has reasonable access to the Premises and (b) the date on which Tenant recoups the Premises (or such portion thereof) for the normal conduct of its business (as opposed to the repair or restoration of Tenant's Property). If the Premises shall be totally rendered untenantable or inaccessible as a result of a taking, then the Fixed Rent and all Additional Rent shall abate completely as of the Date of Taking until the earlier of (i) one hundred eighty (180) days after the date on which the Condemnation Restoration Work is substantially completed and Tenant has reasonable access to the Premises and (ii) the date on which Tenant recoups the Premises (or such portion thereof) for the normal conduct of its business (as opposed to the repair or restoration of Tenant's Property).

12.2.5 Condemnation Award. The award resulting from any Taking of the Real Property shall be the property of Landlord. Notwithstanding the foregoing, Tenant shall have the right to prosecute an action against the condemnor for Tenant's moving costs and the then unauthorized value of alterations installed by Tenant, and such other recoveries as to which Tenant is permitted under applicable law.

Section 13.1 Events of Default. The occurrence of any of the following at any time during the Term shall constitute an Event of Default:

(a) if Tenant shall fail to pay any installment of Fixed Rent or Additional Rent as and when the same becomes due and payable, and such failure shall continue for a period of ten (10) days after Tenant's receipt of written notice thereof from Landlord specifying such failure and requiring that it be remedied; or

(b) If Tenant shall fail to perform or comply with any term of this Lease (other than any failure referred to in clause (1) above), and said failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord specifying such failure and requiring it to be remedied, provided, however, that in case such failure cannot with due diligence be remedied by Tenant within a period of thirty (30) days, if Tenant commences to remedy such failure within such thirty (30) days and thereafter completes the remedying of such failure with reasonable diligence but in not event shall Tenant be permitted more than sixty (60) days to cure such default.

(c) The filing of a petition by or against Tenant [the term "Tenant" shall include, for the purposes of this Section 13.1.(c), any guarantor of Tenant's obligations hereunder] ⁽ⁱ⁾ in any bankruptcy or other insolvency proceeding; ⁽ⁱⁱ⁾ seeking any relief under any state or federal debt relief law; ⁽ⁱⁱⁱ⁾ for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or ^(iv) for the recognition or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof.

Section 13.2 Landlord's Remedies. Upon the occurrence of any one or more of such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies, or any other remedy set forth in this Lease or otherwise permitted by law, or in equity, without any notice or demand whatsoever (except as expressly required by the terms of this Lease):

13.2.1. Terminate this Lease in which event Tenant shall immediately surrender this Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrears in rental, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by any lawful means, without being liable for prosecution or any claim of damages therefor.

13.2.2. Terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Premises and apx. or remove Tenant and any other person who may be occupying the Premises or any part thereof, by any lawful means, without being liable for prosecution or any claim for damages therefor.

13.2.3. Either upon the Premises becoming necessary without being liable for prosecution or any claim for damages therefor, and should whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur, thus affecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

The remedies stated herein for an Event of Default by Tenant are not exclusive and Landlord shall have the right to pursue any or more of the remedies stated above or any other remedy provided by law or in equity. Enforcement by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default, but Landlord shall retain the right to declare a default at any time and to take such action as might be lawful or authorized hereunder, in law or in equity. Exceptive by Landlord of any one or more remedies herein granted or otherwise available shall not be understood to be an acceptance or surrender of the Premises, whether by agreement or by operation of law. It is hereby understood that such remedies can be effected only by the written agreement of Landlord and Tenant.

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Section 13-4. Local Out. In the event Tenant fails or refuses to make timely and punctual payment of any Base Rent, Escalating Payments, additional rent or other monies payable or changes due under this Lease and when the same shall become due and payable, or in the event of any breach of any of the terms or provisions of this Lease by Tenant after notice and opportunity to cure if any, as to herein provided, in addition to the further remedies available to Landlord, Landlord at its option, shall be entitled, and it hereby authorized, without any further consent from anyone except as required by law, to enter this site and upon the Premises by use of its master key, a duplicate copy of the keys to any other accessible means, and to change, alter and/or modify the door locks on its master key of the Premises; and to permanently excluding Tenant and its officers, principals, agents, employees, representatives and invitees therefrom. In the event that Landlord has otherwise requested the Parties as aforesaid and has failed to terminate such exclusion, the parties agree that Landlord's actions shall constitute no breach of this Lease.

Lease by reason of Tenant's default. Landlord shall not thereafter be obligated to provide Tenant with a key to the Premises as set forth, regardless of any amounts subsequently paid by Tenant provided, however, that in any such event, during Landlord's normal business hours and at the residence of Landlord, and upon receipt of a written request from Tenant accompanied by such written request and release as Landlord may require, Landlord may, at its option, (1) either: Tenant or its authorized representative in the Premises to remove any personal belongings or other property of Tenant not subject to the Landlord's lien or security interest designated herein, or (2) obtain a list from Tenant of such personal property Tenant intends to remove, whereupon Landlord shall remove such property and make it of such property of Tenant at a time and place designated by Landlord. In the event Landlord elects option (2) above, Tenant shall pay, in said advance, all costs and expenses estimated by Landlord to be incurred in removing such property and making it available to Tenant, including, but not limited to all moving and/or storage charges thereafter incurred by Landlord with respect to such property. If Landlord elects to exercise Landlord's option (2) above, Landlord shall permit Tenant entry into the Premises or provide Tenant with a key to re-enter the Premises until such time as all personal and other items, including interest and late charges thereon, if any, due under this Lease have been fully paid, and all other defaults, if any, have been completely and timely cured to Landlord's satisfaction (if such cure occurs prior to actual prepayment or satisfaction of termination), and Landlord has been given assurances by Tenant reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease. Landlord's remedies hereunder shall be in addition to, and not in lieu of, any of its other remedies set forth in this Lease, or otherwise available to Landlord at law or in equity. It is mandated that this paragraph, and the provisions herein combined, shall supersede and be paramount to any conflicting provisions of the Texas Property Code, as well as any successor statute governing the rights of landlords to change locks of commercial tenants.

Section 13.5. Present Value of Lease. In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the difference between (1) the then present value of the total rental due plus Tenant's Escalation Payments hereunder for the remaining portion of the Lease Term (and such Term not terminated by Landlord prior to the date of expiration stated in Article 2), and (2) the then present value of the then fair rental value of the Premises for such period.

Section 13.6. Assignment of Lease. In the event that Landlord elects to repossess the Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rental and other obligations accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration of the Term as stated in Article 2 hereof, diminished by any sum thereafter received by Landlord through liquidation of the Premises during said period (after deducting expenses incurred by Landlord as provided in Article 19.4 hereof). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Article 19 may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

Section 13.7. Restituting Fees. In case of any Event of Default or breach by Tenant, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, broker's fees incurred by Landlord in connection with letting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies hereunder including reasonable attorneys' fees incurred by Landlord.

Section 13.8. Landlord's Cure Rights. If Tenant should fail to make any payment or cure any default hereunder within the time expressly permitted herein, after notice and opportunity to cure if any, as herein provided, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in making such remedial action.

Section 13.9. Landlord's Exclusive Remedy. In the event of any default by Landlord, Tenant's exclusive remedy shall be either injunctive relief or an action for damages (Tenant hereby waiving the benefit of any law granting it a lien upon the property of Landlord, the Building and/or upon any real estate owned by Landlord) and section 13.10 shall give Landlord written notice specifying such default, but prior to such notice Landlord shall have thirty (30) days in which to cure any default; provided, however, Landlord shall not be considered in default under this Lease if such curative action cannot be completed within such thirty (30) day period, and Landlord has commenced efforts to cure within such period and is diligently pursuing the cure of such default; and all such obligations of Landlord with respect to the Building and/or the premises shall be deemed to be obligations of Landlord only hereunder will be deemed to be covenants, not conditions; and all such obligations of Landlord only hereunder will be deemed to be covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership and possession of the Building and not thereafter.

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of any instrument represented to Landlord by Tenant to have been executed by Tenant (or any predecessor of Tenant) granting Tenant the right to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy or Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any degree of investigation or inquiry as to the validity of the formal or legal basis upon which Tenant purports to act and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Tenant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity, and Tenant agrees and agrees that the rights herein granted Landlord are commercially reasonable.

Section 13.11. Attorney Fees. If there shall occur an Event of Default, and Landlord, in respect thereof, employs legal counsel to defend, or render advice with respect to, Landlord's rights under this Lease, then, and if Landlord shall prevail in its claim against Tenant, Tenant shall reimburse Landlord the amount of any reasonable legal fees and related costs so incurred, within thirty (30) days after demand therefor.

ARTICLE 14

DEFAULT BY LANDLORD

Section 14.1. Tenant's Cure Rights. In addition to Section 13.9, if Landlord shall default in the observance or performance of any of its obligations hereunder (other than a default in the payment of any amount due to Tenant from Landlord) and such default shall continue for a period of thirty (30) days after notice thereof from Tenant (or, if such observance or performance cannot be reasonably effected within such thirty (30) day period, Landlord has not in good faith commenced such observance or performance within such thirty (30) day period or does not thereafter prosecute the same with reasonable diligence to completion), then Tenant may (but shall not be obligated) immediately or at any time thereafter and without further notice perform the obligations of Landlord hereunder. If Tenant, in connection therewith, makes any expenditures or incurs any obligations for the payment of money (including, but not limited to, reasonable attorney's fees), then Landlord shall reimburse Tenant all sums so paid or incurred, within thirty (30) days after demand therefor.

Section 14.2. Attorney Fees. If Landlord shall (a) default in the payment of any amount due to Tenant from Landlord pursuant hereto and such default shall continue for a period of fifteen (15) days after notice thereof from Tenant, or (b) default in the observance or performance of any of its other obligations hereunder and such default shall continue for a period of thirty (30) days after notice thereof from Tenant (or, if such observance or performance cannot be reasonably effected within such thirty (30) day period, Landlord has not in good faith commenced such observance or performance within such thirty (30) day period or does not thereafter prosecute the same with reasonable diligence to completion), and Tenant, in respect of any such default, employs legal counsel to defend, or render advice with respect to, Tenant's rights under this Lease, then, and in each such case, Landlord shall reimburse Tenant the amount of any reasonable legal fees and related costs so incurred, within thirty (30) days after demand therefor.

ARTICLE 15

ACCESS

Section 15.1. Generally. Landlord, upon not less than twenty-four (24) hour prior written notice, shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the Premises, (b) showing the Premises to prospective purchasers or mortgagees or, during the last six (6) months of the Term, prospective tenants, (c) making repairs to the Premises pursuant to required hereunder, or performing restoration thereof, and (d) performing the services to be performed by Landlord under this Lease or pursuant to any Legal Requirement. Tenant may request that each entry be at a reasonably convenient time other than the time specified in Landlord's notice or that such entry be during hours other than Tenant's normal business hours. Such rights of entry shall be subject to Tenant's reasonable security regulations or procedures, provided that Tenant shall have given Landlord prior written notice thereof. During the prosecution and immediately after the completion of any repairs or construction to the Premises, Landlord shall clean the Premises and shall remove any tools, equipment, supplies and debris therefrom. Landlord shall not store materials or tools in the Premises in connection with any such repairs and construction and shall not bring onto the Premises any materials in excess of those materials reasonably necessary to effect the repairs to be performed that day.

Section 15.2. Emergency. Notwithstanding the foregoing, in the case of any emergency with respect to which Landlord requires immediate entry to the Premises (including, without limitation, cases where emergency repairs are needed), Landlord, with respect to such emergency, shall have the right to enter the Premises at any time or times without prior notice to Tenant. Landlord, to the extent practicable, shall comply with Tenant's fireproof security regulations or procedures. The term "emergency" as used herein shall mean a situation which requires, in the good faith judgment of Landlord, immediate action in order to prevent death, bodily injury or property damage.

Section 15.3. Standard of Care. Hereunder Landlord shall cause upon and/or be present in the Premises, Landlord shall exercise all reasonable efforts to safeguard all persons and property in the Premises from any injury or damage that might be occasioned thereby and to minimize any interference with Tenant's business operations that may be occasioned thereby.

ARTICLE 16

SURRENDER/HOLDOVER

Section 16.1. Surrender. At the end of the Term, Tenant agrees to quit and surrender possession of the Premises to Landlord in broom clean condition and in good order, condition and repair (ordinary wear and tear, damage by fire or other casualty and damage for which Landlord is responsible excepted).

Section 16.2. Holdover. If Tenant holds over without the consent of Landlord after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and shall pay as holdover rental for each month of holdover tenancy an amount equal to the sum of (a) one hundred fifty-percent (150%) of the Fixed Rent which Tenant was obligated to pay for the month immediately preceding the end of the Term, plus (b) all Additional Rent payable under this Lease. No holding over by Tenant after the Term shall operate to extend the Term. Notwithstanding the foregoing, the acceptance of any rent paid by Tenant pursuant to this 16.2 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding.

ARTICLE 17

HAZARDOUS MATERIALS

Section 17.1. Landlord's Obligations. (a) Landlord represents and warrants that the Premises and the Common Areas are, and upon the Commencement Date are, free of Hazardous Materials.

(b) If during the prosecution of the Tenant's Work or any Alteration or otherwise during the Term Tenant discovers any Hazardous Materials, then Landlord, at its expense and to Tenant's satisfaction, shall promptly remove and, if necessary, replace the same with substances and materials that are not Hazardous Materials and shall restore any damage to the Premises (including all Leasehold Improvements) caused by such removal and replacement. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant and its officers, employees and agents harmless from and against any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or expenses (including reasonable attorney's fees and the fees of consultants and experts selected by Tenant) which arise during or after the Term in connection with the presence of Hazardous Materials in, on, about or emanating from the Real Property, except to the extent such Hazardous Materials are introduced by Tenant or its officers, employees or agents.

Section 17.2. Tenant's Obligations. Tenant shall not, in violation of any Legal Requirement, store any Hazardous Materials in the Premises or release or discard any Hazardous Materials in the Premises; provided, however, that Tenant may store, handle and use the following chemicals, substances or materials if they are used, stored, handled and disposed of in material compliance with Legal Requirements then in effect: (a) chemicals, substances or materials routinely used in connection with any of the Permitted Uses; (b) janitorial supplies, cleaning fluids or other chemicals, substances or materials reasonably necessary for the day-to-day operation or maintenance of the Premises by Tenant; and (c) chemicals, substances or materials, reasonably necessary for the construction or repair of improvements on the Premises. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord and its officers, employees and agents harmless from and against any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or expenses (including reasonable attorney's fees and the fees of consultants and experts selected by Tenant) which arise during or after the Term in connection with the presence of Hazardous Materials in the Premises to the extent same result from the release of any Hazardous Materials in, on, about or emanating from the Premises by Tenant or its officers, employees or agents in violation of Legal Requirements.

Section 17.3. Hazardous Materials. "Hazardous Materials" shall mean (a) "hazardous wastes," as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (b) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances," as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, (f) asbestos containing materials, radioactive materials, and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-current applicable governmental laws, rules or regulations and (g) any substances whose presence would be determined by law to be detrimental to the improvement or hazardous to health or the environment. "Environmental Laws" means, collectively, any federal, state or local environmental health, safety or similar laws, rules, regulations or ordinances presently in effect or which may be promulgated in the future, at such laws, rules, regulations and/or ordinances may be supplemented or amended from time to time defining, regulating or relating to Hazardous Materials.

ARTICLE 18

ARBITRATION

Section 18.1. Arbitration. In any case in which this Lease expressly provides that a matter is to be determined by arbitration, such arbitration shall be conducted in the City of Houston in accordance with the Commercial Arbitration Rules (Expedited Procedures) of the American Arbitration Association or any successor thereof (collectively, the "AAA"), except that the provisions of this Article 18 shall supersede any conflicting or inconsistent provisions of said rules. The party requesting arbitration 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 this Article 18. Landlord and Tenant shall each appoint their own arbitrator within five (5) days after the giving of notice by either party which arbitrators shall be deliberated, impartial, and not employed by the appointing 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, 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 such matter within each 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 subscribe and swear to an oath faithfully 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 to 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 so made shall in all cases be binding upon the parties, and judgment upon such decision may be entered into any court having jurisdiction. In the event of the failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as hereinafter provided. The third arbitrator shall be experienced in the issue with which the arbitration is concerned and shall have been actively engaged in such field for a period of at least 10 years before the date of his or her appointment hereunder. If the second arbitrator is appointed by the first arbitrator as provided above, such second arbitrator shall also be experienced in the issue with which the arbitration is concerned and have been actively engaged in such field for a period of at least 10 years before the date of his or her appointment hereunder. The third arbitrator shall apply the laws of the State of Texas without giving effect to any principles of conflict of laws. The third arbitrator shall schedule a hearing where the parties and their witnesses 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 all reasonable fees and expenses of all arbitrators acting under this Article 18.

ARTICLE 19 MISCELLANEOUS

Section 19.1. **Governing Law.** Construction. 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 to any extent be invalid, the remainder of this Lease shall not be affected thereby. This Lease and the exhibits attached hereto and forming a part thereof, as if fully set forth herein, constitute all covenants, promises, agreements, warranties or representations, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions or understandings, 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 causing this Lease to be drafted.

Section 19.2. **Brokerage.** Landlord and Tenant each represents and warrants to the other that it had no conversations or negotiations with any broker or finder concerning the consummation of this Lease or the leasing of the Premises to Tenant, other than Yedd S. Moseley of Moseley Commercial, Inc. (the "Broker"). Landlord shall pay any commission or finder's fee with respect to this Lease due to the Broker. Landlord and Tenant each hereby indemnifies 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 attorneys' 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. **Notice.** 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 courier service providing confirmation of delivery (a.k.a. U.S. or Federal Express) to the address set forth below; or (b) to the third (3rd) Business Day after being properly deposited in United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth below; or (c) the date of any delivery in the manner described in (a) or (b) above is returned. Notwithstanding the foregoing, any notice of default shall be deemed given when received. Either party hereto shall have the right to change, at any time, its address for notices as aforesaid upon at least ten (10) days prior written notice thereof given to the other party. Addresses for notices are as follows:

IF TO LANDLORD:

WOODBRANCH PARTNERS, LTD.
c/o BMS Management, Inc.
4265 San Felipe, Suite 750
Houston, Texas 77027
Attention: Philip Schneider, President

WITH A COPY TO:

SANFORD G. COHEN
11 Greenway Plaza
1400 Summit Tower
Houston, Texas 77046

IF TO TENANT:

LEASED PREMISES
Attn: Robert Quesada

Section 19.4. **Force Majeure.** If either party to this Lease, as the result of an Event of Force Majeure fails partially to perform any obligation on its part to be performed under this Lease, then 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 extend the time periods expressly set forth in 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, assignment 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 therein or Tenant's obligations hereunder. "Event of Force Majeure" shall mean any of the following events: (a) strikes, lockouts or labor disputes, (b) inability to obtain labor or materials or any of the following events: (c) strikes, lockouts or labor disputes, (d) acts of God, governmental action, reasonable substitutes therefor (other than because of a lack of funds), (e) acts of God, governmental action, condemnation, civil commotion, fire or other casualty, or (f) other conditions similar to those enumerated in this Section beyond the reasonable control (other than because of a lack of funds) of the party obligated to perform.

Section 19.5. **Rights & Remedies.** All rights and remedies of either party expressly set forth herein are intended to be cumulative and not in limitation of 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 cases of negligence).

Section 19.6. **No Waiver.** The failure of either party hereto to seek redress for a breach of, or to insist upon the strict performance of, any covenant or condition of this Lease, shall not prevent a subsequent act which would have originally 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 such party shall also not unreasonably condition or delay such consent or approval; provided, however, that the foregoing provisions of this sentence shall not be construed to limit or extend any time period 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 first due, whether from Landlord to Tenant or from Tenant to Landlord, which remain unpaid 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 lesser of (a) the interest rate, or (b) the highest rate allowed by applicable state law of the State of Texas. "Interest Rate" shall mean an interest rate equal to the greater of (x) eight percent (8%) per annum, and (y) one percent (1%) above the so-called annual "Base Rate" of interest publicly announced by Bank United (or any of its successors), from time to time, as its interest rate charged for unsecured loans to its corporate customers, but in no event greater than the highest lawful rate from time to time in effect.

Section 19.9. **Exclusionary Clause.** 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 sooner or later 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 "A" (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 (w) decrease Tenant's rights hereunder, (x) increase Tenant's obligations hereunder, (y) adversely affect the conduct of Tenant's business in the Premises, or (z) increase the cost of Tenant's occupancy of the Premises, (b) 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 (c) that the Rules and Regulations shall not be adopted and/or applied in a discriminatory manner. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, as against any other tenant except to the extent that Landlord's failure 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 hereto and their successors and permitted assigns and shall run with and in or to and pass with the property comprising the Building, and are intended to be binding on any and all successors and/or permitted assigns (unless otherwise set forth herein).

EXECUTED on this 27th day of September, 2000.

LANDLORD:

WOODBENCH PARTNERS, LTD.,
a Texas limited partnership
By: Woodbench Realty Corp., a Texas Corporation
its sole General Partner

By: [Signature]
Print Title: President

TENANT:

DOCUMENT SOLUTIONS, INC., A TEXAS CORPORATION

By: [Signature]
Print Name: Robert Quade, Pres.
Print Title: President

EXHIBIT A

DESCRIPTION OF LAND

Being 0.725 acre (31,563 square feet) tract of land situated in the James S. Holman Survey, A-323, Harris County, Texas, being all of Lot One, Two Six, Seven, Twelve and the south one-half of Lot 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 bounds as follows, with the basis of bearings being the City of Houston Engineering Department Note:

COMMENCING at a City of Houston Engineering Department Rod (3/4-inch) at the intersection of McKinney Street (80 feet wide) and said Main Street (80 feet wide);

THENCE North 35 deg. 00 min. 00 sec. East, along the centerline of said Main Street, a distance of 165.00 feet to a point for corner;

THENCE North 35 deg. 00 min. 00 sec. West, a distance of 45.00 feet to a cut "x" set in concrete in the northerly right-of-way line of said Main Street, for the southeast corner of a 0.63186-acre tract of land conveyed to Main-Texas Investment Corporation, as filed under Harris County Clerk's File No. 9781491, Film Code No. 094-62-1098, 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 northerly right-of-way line of said Main Street, a distance of 125.00 feet to a cut "x" set in concrete in the easterly right-of-way line of said McKinney Street and the southeast corner of the tract herein described;

THENCE North 55 deg. 00 min. 00 sec. West, along the easterly right-of-way line of said McKinney Street, a distance of 252.50 feet to a cut "x" set in concrete in the southerly right-of-way line of Travis Street (80 feet wide) and the southwest corner of the tract herein described;

THENCE North 35 deg. 00 min. 00 sec. East, along the southerly right-of-way line of said Travis Street, a distance of 125.00 feet to a cut "x" set in concrete for the southwest corner of said 0.63186-acre tract and the southwest corner of the tract herein described, from which a spike in concrete bears North 35 deg. 46 min. 38 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 252.50 feet to the POINT OF BEGINNING and containing 0.725-acre (31,563 square feet) of land.

Signature Page for Lease dated September 22, 2000
by and between Woodbench Partners, Ltd., ("Landlord")
and Document Solutions, Inc. ("Tenant").

EXHIBIT C



1.01. **Definitions.** For the purposes of this Wockletter, the following terms shall have the following meanings:

"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 Workletter and not defined herein shall have the meaning ascribed thereto in the lease (the "Lease") to which this Workletter is annexed.

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

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 prosecute the same with diligence and continuity until completion, using only new first-class materials. Landlord shall perform Landlord's Work in accordance with good construction practices and all Legal Requirements.

(f) Landlord, as Landlord's sole cost and expense, shall obtain the building permit and all other permits, licenses and inspections necessary for the proper erection and completion of Landlord's Work and upon completion of Landlord's Work, Landlord shall obtain the building permit certificate of completion. Tenant shall obtain all permits and licenses (including the Premises permanent certificate of occupancy) necessary for Tenant's lawful 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 (f) collectively, the "Permits"). If Tenant is unable to obtain all Permits needed for the use and occupancy of the Premises due to the 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 much that it is not caused by Landlord within thirty (30) days after notice from Tenant, Tenant shall have the right to terminate this Lease upon thirty (30) days' notice and Landlord shall pay to Tenant all costs incurred by Tenant in connection with this Lease and the construction 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 nonsubstantial details of construction and mechanical equipment (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 ultimate use of the Premises (and 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 settled by arbitration in accordance with Article 18 of the Lease.

2.03. **Correcting Landlord's Work Pouch List Items** Within fifteen (15) days after the Commencement Date, Tenant shall furnish Landlord with one or more notices identifying Landlord's Work Pouch List Items. Within fifteen (15) days after the receipt of any such notices, 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 such promptly, and, in all events, within the fifteen (15) day notice period and shall diligently and continuously pursue completion thereof.

3.01. Preparation and Approval of Tenant's Plans. Tenant, at its sole cost and expense, shall submit to Landlord, within sixty (60) days after receipt of Landlord's working drawings (which Landlord shall furnish to Tenant within thirty (30) days from the execution of this Lease) architectural and engineering

drawings of Tenant's Work (including (A) floor plans showing details of space occupancy, (B) a reflected ceiling plan, (C) a partition plan, (D) an electrical and plumbing plan, and (E) finish schedule) and (3) specifications for Tenant's Work (such as mechanical and engineering drawings and specifications are herein collectively referred to as the "Tenant's Plans"). Within fourteen (14) days after receipt by Landlord of Tenant's Plans, (i) Landlord shall give its written approval, (ii) if Landlord reasonably believes that the work reflected on the Tenant's Plans, when completed, either (a) will adversely affect the structural integrity of the Building or (b) will adversely affect the functioning outside the Premises of any Building System (in either case, other than to a de minimis extent) (the criteria specified in clauses (a) and (b) will be herein referred to as the "Approval Criteria"), then Landlord shall request revisions or modifications to the Tenant's Plans (but 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, Landlord shall give its written approval, or shall request other revisions or modifications (but only to the extent the same fail to comply with Landlord's earlier request). The preceding two sentences shall be implemented repeatedly until Landlord gives its written approval to the Tenant's Plans. If Landlord shall fail to respond to Tenant's Plans with its approval or request for revision/modification within the time period(s) provided above, such failure shall be deemed Landlord's disapproval of Tenant's Plans. The Tenant's Plans as approved (or deemed approved) by Landlord shall be referred to as the "Final Tenant's Plans".

3.02. Performance of Tenant's Work. (a) Except as otherwise set forth in Section 6.1(b) of the Lease, Tenant may perform Tenant's Work with any general contractor(s), construction manager(s), subcontractor and trade contractors as Tenant deems. Tenant shall perform Tenant's Work in accordance with (i) the Final Tenant's Plans (subject to Section 3.02(b) below), (ii) good construction practices, and (iii) all Legal Requirements.

(b) At any time after the Final Tenant's Plans are approved (or deemed approved) by Landlord and thereafter throughout Tenant's prosecution of Tenant's Work, Tenant shall be permitted to direct changes in Tenant's Work (each a "Tenant Change Order") (i) being agreed, however, that Tenant must obtain Landlord's consent before prosecuting any Tenant Change Order that does not constitute a Permitted Alteration (each, a "Material Tenant Change Order"). Within seven (7) days after its receipt of any proposed Material Tenant Change Order, (i) Landlord shall give its written approval, or (ii) if Landlord reasonably believes that such Material Tenant Change Order does not comply with the Approval 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 Approval Criteria). Upon its receipt of any such request from Landlord, Tenant, if it wishes to pursue such 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, or shall request other revisions or modifications (but only to the extent the same fail 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 request timely in accordance with the provisions of this paragraph (b), 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 cooperate with Tenant's efforts to obtain any Building Permits, including, without limitation, executing and delivering any documents or instruments that Landlord is required to sign and which are reasonably required by Tenant to connection therewith, except that Landlord shall not be required to pay any fee on behalf of Tenant. If, as a result of any failure by any tenant of the Building to comply with the terms of such tenant's lease, Tenant cannot obtain any required Building Permit(s) in connection with any portion of Tenant's Work, then Landlord shall cause such tenant to comply with the terms of such tenant's lease to the extent necessary to enable Tenant to obtain such Building Permit(s). Landlord shall not be entitled to impose upon Tenant any charges or fees of any kind (including, without limitation, charges or fees for profit, overhead or supervision, or for the use of the Building's freight elevator) in connection with any of Tenant's Work.

(d) Commencing on the date of the Lease and thereafter throughout Landlord's prosecution of Landlord's Work, Tenant shall be permitted upon the Building and Premises and may, simultaneously with Landlord's prosecution of Landlord's Work, prosecute any Tenant's Work; provided, however, that if (i) Tenant's prosecution of Tenant's Work simultaneously with Landlord's prosecution of Landlord's Work shall materially interfere with Landlord's ability to prosecute Landlord's Work and (ii) Landlord shall give Tenant written notice to that effect, then, within twenty-four (24) hours after Tenant's receipt of such notice, Tenant shall cause such simultaneous prosecution of Tenant's Work and the same can be prosecuted without causing such material interference. Without limiting the generality of the foregoing, Landlord shall permit Tenant, at Tenant's risk, to bring and erect on the Premises all equipment, supplies and other property required or appropriate in connection with Tenant's Work, and shall furnish 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 prosecuting 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 period).

EXHIBIT D
FORM OF MORTGAGE SUBORDINATION, NON-DISTURBANCE
AND ATTORNEY AGREEMENT

STATE OF _____
COUNTY OF _____

NON-DISTURBANCE, SUBORDINATION,
AND ATTORNEY AGREEMENT

THIS NON-DISTURBANCE, SUBORDINATION, AND ATTORNEY AGREEMENT is made effective this _____ day of September, 2000, between _____ ("Tenant") and BANK UNITED, a federal savings bank ("Lender").

WITNESSETH:

WHEREAS, Tenant and WOODBRANCH PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP ("Landlord") entered into that certain Lease Agreement (the "Lease") dated _____, whereby Landlord leased to Tenant, and Tenant leased from Landlord, certain space consisting of _____ square feet (the "Premises"), which Premises are a part of that certain real property (the "Property") situated in _____ County, _____ and more particularly described in Exhibit "A" attached hereto and made a part hereof; [to be used in refinancing situations]

WHEREAS, Tenant and _____ ("Original Landlord") entered into 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 are a part of that certain real property (the "Property") situated in _____ County, _____ and more particularly described in Exhibit "A" attached hereto and made a part hereof; [to be used in an acquisition situation]

WHEREAS, as of the effective date of this Agreement, WOODBRANCH PARTNERS, LTD.-A TEXAS LIMITED PARTNERSHIP ("Landlord") will acquire the Property from Original Landlord, and Landlord will be the owner and holder of the simple title to and to the Property; [to be used in an acquisition situation]

WHEREAS, contemporaneous with the effective date of this Agreement, Landlord has executed and delivered to Lender a Promissory Note (the "Note") that is secured by a Deed of Trust, Security Agreement, and Assignment of Lease and Rent (the "Deed of Trust"), which Deed of Trust grants Lender a first and priority lien on the Property and assigns the Lease 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 annual covenants contained herein, and other valuable consideration, the receipt 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 entire term of the Lease is \$ _____ and Tenant has the option to extend the term of the Lease for _____ years each upon notice from Tenant to Landlord as provided herein. (Modify as necessary to set forth rental, term, and any option to extend.)
 - c. The Lease has not been modified, altered, or extended 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 rentable under the Lease, and Tenant does not claim a right to any concessional, 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.

7. 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 in and to the Premises or any part of the Property.

8. 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.

9. In the event of a default by Landlord under the Lease, Tenant shall send notice thereof to Lender, and Lender 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, Lender shall have such additional time as is reasonably necessary to remedy such default with diligence.

10. The Lease shall be subordinate and inferior in all respects to the Deed of Trust. Notwithstanding such subordination, in the event of foreclosure or acceptance of a deed in lieu of foreclosure, by Lender or any other third party ("Foreclosing Lender") of the Property, the Lease shall continue in full force and effect and Tenant's rights thereunder shall not be disturbed so long as Tenant is not in default under the Lease; and Tenant agrees to return to the Foreclosing Lender, its successors and assigns, upon request, upon request of Landlord or Lender, such instruments as may be required to evidence such subordination, non-disturbance and agreement. Notwithstanding the foregoing, however, if the Lease does not contain a provision whereby the Tenant's failure to continuously operate its business at the Premises is an event of default under the Lease, then, upon acquisition of the Property by the Foreclosing Lender, the Lease shall be deemed to be modified and amended to provide that Tenant's failure to continuously operate its business at the Premises, which failure shall continue for a period of 30 days or more, shall be deemed an event of default under the Lease, and Foreclosing Lender, as Landlord under the Lease, shall be entitled to exercise any and all of its rights thereunder as to law or at equity.

11. 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 landlord 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 in any way limiting the foregoing, Foreclosing Lender shall have no obligation to account to Tenant for any security deposit under the Lease unless it actually received such security 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 (or Original Landlord) if paid more than one payment period in advance of when such amount was due; or (ii) any assignment to the Lease made without the consent of Lender. In no event shall either Lender or Foreclosing Lender be liable to Tenant for damages caused by or arising out of any default by Landlord (or Original Landlord) under the Lease.

12. Tenant has been advised that the insurance and condemnation provisions of any lien instruments that may secure the Note may give the holder thereof certain rights to require that insurance and condemnation proceeds be applied to each Note and not to restoration or rebuilding, and Tenant hereby waives any terms of the Lease with respect to the application of insurance and condemnation proceeds which are inconsistent with the terms of any lien instruments securing the Note.

13. Tenant has been advised that the lien instruments that will secure the Note will give the holder thereof the right to collect rent directly from the undersigned upon the occurrence of an event of default thereunder, and that upon the receipt of notice of any such default, the undersigned with therefrom makes payment of all rent directly to Lender or as Lender shall direct as it becomes due and payable.

14. Tenant acknowledges that the lien instruments that will secure the Note and/or any loan agreement relating thereto may prohibit Landlord from modifying any leases of the Premises 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 Landlord of any proposed modifications to the Lease.

15. Any notices 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) delivered in person to the intended addressee. Notice mailed pursuant to (i) shall be effective three (3) days after deposit in the U.S. mail. Notice given in any other manner shall be effective upon receipt, unless and until changes, the address of the parties hereto are as follows:

TENANT:

BANK UNITED:
3200 Southwest Freeway, Suite 2900
Houston, Texas 77027
Attention: _____
Facsimile: _____

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

[TENANT]

BANK UNITED

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by _____ of _____ on behalf of said _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by _____ of Bank United, a federal savings bank, on behalf of said federal savings bank.

Notary Public in and for the State of _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

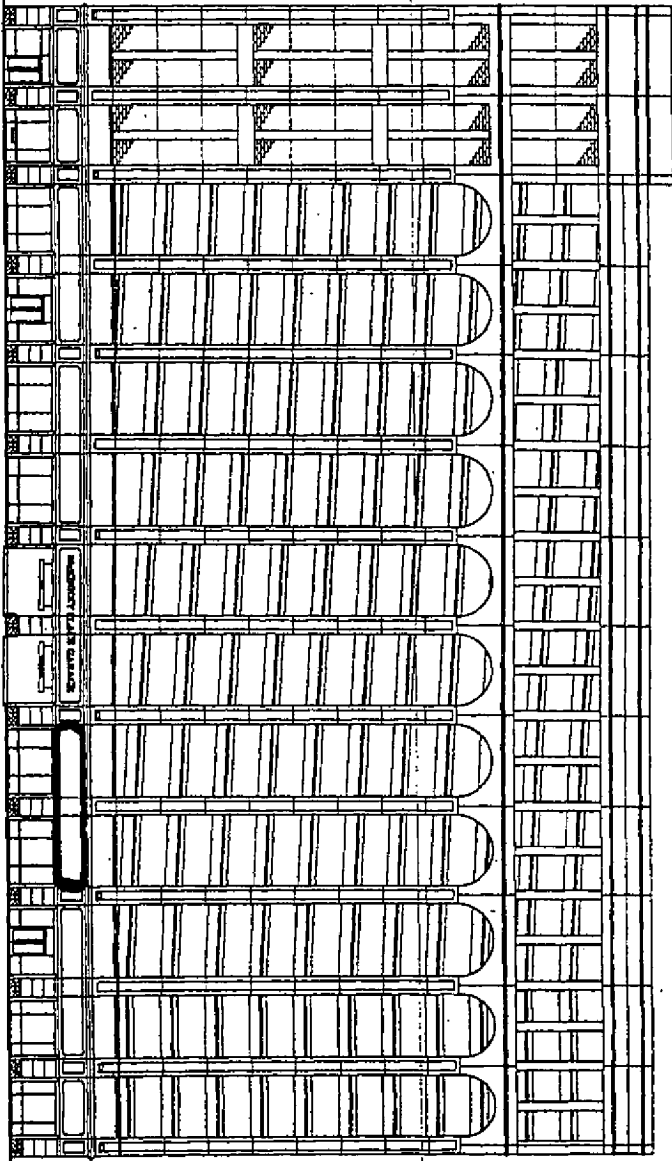
By: Woodbranch Realty Corp.
WOODBRANCH PARTNERS, L.P.D.
a Texas limited partnership

1. Commencement Date: _____
2. Expiration Date: _____
3. Floor Area: _____
4. Fixed Rent: _____
5. Rent Commencement Date: _____
6. Additional Rent: _____

Landlord and Tenant acknowledge and confirm the following:

FORM OF CONFIRMATION LETTER

EXHIBIT I



TENANT'S EXTERIOR SIGN LOCATIONS

EXHIBIT I

McKinney Plaza Parking Garage

EXHIBIT C

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 C, the annual Fixed Rent which shall be due and payable in equal monthly installments during the Extended Term shall be the Fair Market Rental (as hereinafter defined) for the Premises for each Extended Term. Within thirty (30) days after receipt by Landlord of the Notice given by Tenant pursuant to provisions of Exhibit C that Tenant exercises its option to extend the term of this Lease and provided that the conditions set forth in Exhibit G have been satisfied, Landlord shall deliver to Tenant notice specifying the Fair Market Rental for the Premises for the Extended Term (the "Fair Market Rental Notice"). Unless Tenant advises Landlord otherwise within 15 days after delivery of the Fair Market Rental Notice, Tenant shall be deemed to have exercised the Renewal Option with the Fixed Rent for the Extended Term as stipulated in the Fair Market Rental Notice. If Tenant notifies Landlord in writing within 15 days after delivery of the Fair Market Rental Notice that Tenant disagrees with Landlord's determination of the Fair Market Rental, and Landlord and Tenant do not agree on such Fair Market Rental within 30 days after the date of the Fair Market Rental Notice, then Tenant shall on or before the expiration of such 30 days deliver to Landlord written notice designating Tenant's Appraiser, as such term is hereinafter defined. If Landlord and Tenant have not so agreed, and Tenant has failed to give such notice within such 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 Extended Term as applicable.

Within 15 days after receipt of the notice of Tenant designating Tenant's Appraiser, Landlord shall give written notice to Tenant designating Landlord's Appraiser. Tenant shall cause Tenant's Appraiser and Landlord shall cause Landlord's Appraiser to meet with the other within 10 days after the designation of Landlord's Appraiser and, within 15 days after such designation, either agree upon the Fair Market Rental for the Premises for the Extended Term or, failing such agreement, to designate a third Appraiser (the "Third Appraiser"). If the Third Appraiser is so designated, the Landlord's Appraiser, Tenant's Appraiser and the Third Appraiser shall, within 15 days after the designation of the Third Appraiser deliver to Landlord and Tenant their determination of the Fair Market Rental which shall be the amount (jointly or by at least two of the three Appraisers, or, if failing the joint determination by the Appraisers shall be the Fixed Rental for the Extended Term. As used herein, the term "Fair Market Rental" shall mean the then prevailing Fixed Rental Rate for space of comparable size 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 and proposed improvements, the terms of the lease, the extent of services to be provided, percentage rent and the Fair Market Use. Each party shall pay the fees and expenses of the one of the two original Appraisers appointed by each party and the fees and expenses of the Third Appraiser (if any) shall be borne equally by both parties. Any Appraiser designated to serve in accordance with the provisions of this Lease shall be disinterested and shall be qualified to appraise real estate rental premises of the type covered by this Lease in the county or counties in which the Premises are located, shall be a member of the American Institute of Real Estate Appraisers (or any such Institute then in existence) and shall have been actively engaged in the appraisal of retail shopping centers in the county or counties 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 Fair Market Rental, Landlord and Tenant shall enter into an Amendment to the Lease setting forth the Term of such extension and Fixed Rent during such Extended Term.

EXHIBIT D

RULES & REGULATIONS

Tenant agrees as follows:

1. Garbage, trash, rubbish and refuse shall be kept in sanitary, closed containers approved by Landlord so as not to be visible to the public from the Premises. Wet garbage and dry trash shall be stored separately. Tenant shall cause its garbage and refuse to be properly disposed of, in accordance with applicable law, and with Landlord approval as to pickup time and place. Tenant shall store soiled or dirty linen in approved fire insurance rating organization metal containers with self-closing flammable link cover.
2. Tenant shall remove or cause to be removed, at its sole expense, from any and all areas adjacent to the Premises, all pollutants or similar devices.
3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed. All lines shall be kept open and no foreign substance of any kind shall be thrown therein, nor shall Tenant install or cause to be installed any automatic garbage device or equipment.
4. Tenant shall use, at Tenant's own cost, a rodent, pest and vermin exterminator contractor at monthly intervals or as otherwise required 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 use such contractor to the exclusion of all other extermination contractors, devices, equipment or services. Tenant shall pay the reasonable, competitive charges therefor directly to such contractor.
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 interior of the Premises. Preventive maintenance and repair to the interior of the Premises shall include all necessary preventive maintenance, repair and replacement of plumbing, electrical and mechanical equipment (including furnace heating 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, permit or suffer the 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 vibrations, 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 available location within the Premises an all-purpose, hand-operated fire extinguisher containing a minimum capacity of two and one-half pounds.
14. Tenant shall cause all deliveries to its Premises to not be 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 non-discriminatory rules and regulations to extend, supplement, revoke or restrict 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.

GUARANTY

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

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

ADDRESS:

By: Henry Solano
Name: Henry Solano
Address: 723 Main, Suite 420
Houston, TX. 77002.