UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

PROOF OF CLAIM

THIS SPACE IS FOR COURT USE ONLY

ebtor

Excel Telecommunications, Inc

Case Number

04-81698

OTE See Reverse for List of Debtors and Case Numbers

his form should not be used to make a claim for an administrative expense arising ter the commencement of the case A "request" for payment of an administrative pense may be filed pursuant to 11 U S C § 503

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if this address differs from the address on the envelope sent to you by the court

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file again

lame of Creditor and Address

08311341014519

Northpark Central - VEFII, L P
c/o Klingler, David
Stutzman Bromberg Esserman & Plifka
2323 Bryan St Ste 2200
Dallas, TX 75201-2689

reditor Telephone Number (214 969-4900

reditor Federal Tax ID

Account Or Other Number By Which Creditor Identifies Debtor

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly) Nonresidential real property lease
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages, salaries, and compensation (Fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED See attached Summary of Claim **3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ 7,004,248 68	$	$	$ 7,004,248 68
(unsecured)	(secured)	(unsecured priority)	(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim if any $ _____

6 UNSECURED NONPRIORITY CLAIM $ 7,004,248 68

☒ Check this box if a) there is no collateral or lien securing your claim or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority

7 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $ _____

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 925)* earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier - 11 U S C § 507(a)(3)

☐ Contributions to an employee benefit plan - 11 U S C § 507(a)(4)

☐ Up to $2 225* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U S C § 507(a)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child -11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U S C § 507(a)(8)

☐ Other - Specify applicable paragraph of 11 U S C § 507(a) (____)

** Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

8 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 SUPPORTING DOCUMENTS *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain If the documents are voluminous, attach a summary

10 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed, stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5 00 pm on March 14, 2005 for all creditors except Governmental Units For a governmental unit. One hundred eighty (180) days after date relief ordered

BY MAIL TO
VarTec Telecom, Inc
c/o BMC Group
PO Box 1011
El Segundo CA 90245-1011

BY HAND OR OVERNIGHT DELIVERY TO
VarTec Telecom, Inc
c/o BMC Group (Telephone 888/909-0100)
1330 East Franklin Ave
El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
MAR 11 2005
BMC

Vartec Telecom Inc
02706

DATE SIGNED
March 9, 2005

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Andrea L Niedermeyer as attorney and agent for Northpark Central-VEFII, LP

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

SUMMARY OF CLAIM
***(In re Excel Telecommunications, Inc*, Case No 04-81698-saf)**

1 This proof of claim is based upon that certain Office Lease Agreement dated February 1, 1996 (as amended from time to time, the "Lease") by and between Northpark Central – VEFII, L P ("Landlord"), as successor-in-interest to Connecticut General Life Insurance Company, as landlord, and Excel Telecommunications, Inc ("Tenant" or "Debtor"), as tenant, for the premises in the building commonly known as "Northpark Central" which is located at 8750 North Central Expressway, Dallas, Texas A true and correct copy of the Lease is attached hereto as Exhibit A and fully incorporated herein

2 This proof of claim includes all rent and other charges due Landlord under the Lease as of November 1, 2004 (the "Petition Date") pursuant to 11 U S C § 502(b)(6)(B) in the amount of $3,715,766 68 Attached hereto as Exhibit B, and fully incorporated herein, is a description and itemized billing that sets forth the calculation of pre-petition amounts due

3 By Order of the Bankruptcy Court signed on December 3, 2004, the Lease was rejected effective, *nunc pro tunc*, as of the Petition Date A true and correct copy of the Order rejecting the Lease is attached hereto as Exhibit C and fully incorporated herein Accordingly, this proof of claim includes damages resulting from the rejection of the Lease pursuant to 11 U S C § 502(b)(6)(A) in the amount of $3,288,482 00, calculated as the rent reserved under the Lease for one (1) year following the Petition Date Attached hereto as Exhibit D, and fully incorporated herein, is a description and itemized billing that sets forth the calculation of rejection damages

4 Therefore, Landlord's total allowed claim under 11 U S C § 502(b)(6), including pre-petition amounts owed and rejection damages is $7,004,248 68

5 Landlord reserves all rights to amend this proof of claim in accordance with applicable law and/or file additional claim(s) In addition, in the event Debtor objects to this claim on any ground, Landlord reserves the right to introduce additional documents and/or facts as necessary

OFFICE LEASE AGREEMENT

This Lease Agreement (this "Lease") is made this 15 day of February, 1996 between CONNECTICUT GENERAL LIFE INSURANCE COMPANY as Landlord (hereinafter called "Landlord"), and EXCEL TELECOMMUNICATIONS, INC a Texas corporation as Tenant (hereinafter called "Tenant"). This Lease consists of this paragraph, the Basic Lease Provisions the Supplemental Lease Provisions and each exhibit, rider, and schedule or other attachment to the Basic Lease Provisions and/or Supplemental Lease Provisions as listed at the end of the Basic Lease Provisions or in the Table of Exhibits and Riders attached to the Basic Lease Provisions and preceding the Supplemental Lease Provisions. Each capitalized term used, but not defined, in the Supplemental Lease Provisions shall have the meaning assigned to such term in the Basic Lease Provisions. Each capitalized term used, but not defined, in any exhibit, rider or schedule which is a part of this Lease shall have the meaning assigned to such term in the Basic Lease Provisions or Supplemental Lease Provisions as applicable

BASIC LEASE PROVISIONS

1 Building and Property

a. The **"Building"** is the structure commonly known as NORTHPARK CENTRAL located at 8750 N Central Expressway, Dallas Texas and is located on the land more particularly described in Exhibit A attached to the Supplemental Lease Provisions (the **"Land"**)

b Agreed Rentable Area of the Building 491 803 square feet.

c The Building, the Land, the parking garage located on the Land and serving the Building (the **"Parking Garage"**) and all improvements and appurtenances to the Building, the Parking Garage and the Land are referred to collectively in this Lease as the **"Property**

2 Premises

a. The **"Premises"** initially consist of the entire Rentable Area of the 15th, 16th, 17th, 18th, 19th and 20th floors of the Building more particularly described on Exhibit B attached to the Supplemental Lease Provisions and may be optionally expanded in accordance with the provisions of **Riders 3 and 4 attached to the Supplemental Lease Provisions.**

b Agreed Rentable Area of the Premises 145,533 square feet, which Agreed Rentable Area shall be recalculated in the event the Premises are expanded pursuant to the terms of this Lease or by the mutual written agreement of Landlord and Tenant.

3 Basic Rent (See Article 2 Supplemental Lease Provisions)

Rental Period	Rate Per Square Foot of Agreed Rentable Area	Basic Annual Rent	Basic Monthly Rent
1st Lease Month	0	0	0
2nd through 13th Lease Months	$16 75	$2 437 677 75	$203 139 81
14th through 25th Lease Months	$17 25	→$2 510 444 25	$209 203 69
26th through 37th Lease Months	$17 75	$2 583 210 75	$215 267 56
38th through 49th Lease Months	$18 25	$2 655 977 25	$221 331 44
50th through the 61st Lease Months	$18 75	$2 728 743 75	$227 395 31

A **"Monthly Anniversary of the Commencement Date"** shall mean the numeric day of any calendar month that is the same numeric day as the Commencement Date The first **Lease Month** shall commence on the Commencement Date and end on the first Monthly Anniversary of the Commencement Date. Each other **Lease Month"** shall commence on a Monthly Anniversary of the Commencment Date and end on and include the day preceding the next occurring Monthly Anniversary of the Commencement Date Each **Lease Year** shall be twelve (12) Lease Months, but with the understandings that (i) the first Lease Month will not be a part of any Lease Year, (ii) the first Lease Year shall be the 2nd through 13th Lease Months (iii) the second Lease Year shall be the 14th through 25th Lease Months (iv) the third Lease Year shall be the 26th through 37th Lease Months (v) the fourth Lease Year shall be the 38th through 49th Lease Months and (vi) the fifth Lease Year shall be the 50th through 61st Lease Months If the Commencement Date occurs on a day other than the first day of a calendar month, then the term of this Lease shall be extended to the last day of the calendar month in which the last day of the 61st Lease Month occurs and Tenant shall pay Basic Monthly Rent and Additional Rent (at the rates in effect on the Expiration Date) for such extended Lease term. The Basic Annual Rent and Basic Monthly Rent shall be increased at such time as the Premises are expanded in accordance with the terms of this Lease or by the mutual written agreement of Landlord and Tenant.

4 **"Tenant's Pro Rata Share Percentage"** 29 592 % which equal the Agreed Rentable Area of the Premises divided by the Agreed Rentable Area of the Building, expressed in a percentage Tenant s Pro Rata Share Percentage shall be recalculated at such time as the Premises are expanded in accordance with the terms of this Lease or by the mutual written agreement of Landlord and Tenant.

5 **"Tenant's Operating Expense Stop"** Actual Operating Expenses for the calendar year 1996 grossed up in accordance with subsection 2 202 of the Supplemental Lease Provisions (see Article 2 Supplemental Lease Provisions)

6 **"Tenant's Real Estate Taxes Stop"** Actual Real Estate Taxes for the calendar year 1996

7 **Term** Five (5) years and one(1) month, but subject to adjustment as provided in Item 3 of these Basic Lease Provisions and further subject to extension as provided in **Rider 1** attached to the Supplemental Lease Provisions

8 **Commencement Date"** April 1, 1996 subject to adjustment as provided in Section 3 of the Work Letter attached to the Supplemental Lease Provisions as **Exhibit D**

9 **Expiration Date"** April 31 2001 subject to adjustment as provided in Section 3 of the Work Letter attached to the Supplemental Lease Provisions as **Exhibit D** and Item 3 of these Basic Lease Provisions and subject to extension as provided in **Rider 1** attached to the Supplemental Lease Provisions

10 **"Security Deposit"** None

11 **"Tenant's Broker"** Duggan Realty Advisors

12 **Permitted Use"** General Office Purposes only (see Article 4 Supplemental Lease Provisions) subject to the limitations set forth in Article 4 of the Supplemental Lease Provisions

Initial
Landlord ____
Tenant KAT

13 All payments shall be sent to Landlord in care of Fults Realty Corporation ("**Property Manager**") at Suite 1000 of the Building or such other place as Landlord may designate in writing from time to time All payments shall be in the form of check, provided that payment by check shall not be deemed made if the check is not duly honored with good funds

14 Parking See **Exhibit F** attached to the Supplemental Lease Provisions

15 Addresses for notices due under this Lease (see Article 14 Supplemental Lease Provisions)

TENANT

PRIOR TO COMMENCEMENT DATE

Excel Telecommunications Inc
11052 Grader
Dallas Texas 75238
Fax. 214-342-7016
Telephone 214-342-7000
Attention Legal Counsel

With a copy to

MUNSCH HARDT KOPF HARR & DINAN P C
1445 Ross Avenue Suite 4000
Dallas Texas 75202
Attention Richard O Kopf
Fax 214-855-7584
Phone 214-855 7518

ON AND AFTER COMMENCEMENT DATE

The Premises

With a Copy to

MUNSCH HARDT KOPF HARR & DINAN P C
1445 Ross Avenue, Suite 4000
Dallas Texas 75202
Attention Richard O Kopf
Phone 214-855-7518
Fax 214-855-7584

LANDLORD
c/o Fults Realty Corporation
Suite 1000
8750 N Central Expressway
Dallas Texas 75231
Fax 214-750-4684
Telephone 214-750-1228

AND IN THE CASE OF DEFAULT, A COPY OF EACH LANDLORD NOTICE TO THE BELOW LISTED PARTIES
Connecticut General Life Insurance Company
Asset Management
S-311
900 Cottage Grove Road
Hartford Ct 06152 2311
Attention Asset Manager

Landlord and Tenant are initialing these Basic Lease Provisions in the appropriate space provided below as an acknowledgment that they are a part of this Lease

Initial
Landlord ____
Tenant ____

TABLE OF EXHIBITS AND RIDERS
TO
SUPPLEMENTAL LEASE PROVISIONS

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Exhibit B	Floor Plan
Exhibit C	Rentable Area Calculations
Exhibit D	Work Letter
Exhibit E	Acceptance of Premises Memorandum
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Initial
Landlord ____
Tenant ____

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SUPPLEMENTAL LEASE PROVISIONS

ARTICLE 1--TERM AND POSSESSION

SECTION 1 1 LEASE OF PREMISES COMMENCEMENT AND EXPIRATION

1 101 Lease of Premises. In consideration of the mutual covenants herein and subject to all the terms and conditions of this Lease Landlord hereby leases, demises and lets to Tenant and Tenant hereby leases and takes from Landlord, the Premises

1 102 Agreed Rentable Area. The agreed rentable area of the Premises is hereby stipulated to be the Agreed Rentable Area of the Premises set forth in Item 2b of the Basic Lease Provisions, irrespective of whether the same should be more or less as a result of minor variations resulting from construction of Tenant's Improvements (as defined in the Work Letter (herein so called) attached hereto as Exhibit D). The agreed rentable area of the Building is hereby stipulated to be the Agreed Rentable Area of the Building set forth in Item 1b of the Basic Lease Provisions, irrespective of whether the same should be more or less as a result of minor variations resulting from actual construction or repair of the Building

1 103 Initial Term and Commencement The initial term of this Lease shall be the period of time specified in Item 7 of the Basic Lease Provisions. The initial term shall commence on the Commencement Date (herein so called) set forth in Item 8 of the Basic Lease Provisions (as such Commencement Date may be adjusted pursuant to Section 3 of the Work Letter) and, unless sooner terminated pursuant to the terms of this Lease, the initial term shall expire, without notice to Tenant, on the Expiration Date (herein so called) set forth in Item 9 of the Basic Lease Provisions (as such Expiration Date may be adjusted pursuant to Section 3 of the Work Letter and Item 3 of the Basic Lease Provisions)

SECTION 1 2 INSPECTION AND DELIVERY OF PREMISES CONSTRUCTION OF LEASE SPACE IMPROVEMENTS AND POSSESSION AND OCCUPANCY OF PREMISES

1 201 Delivery Tenant hereby acknowledges that Tenant has inspected the Premises and the Common Areas (as hereinafter defined) and except for latent defects discovered and reported to Landlord by Tenant within one (1) year from the Commencement Date, hereby (i) accepts the Common Areas in "as is" condition for all purposes and (ii) subject to Landlord's completion of its obligations under the Work Letter Tenant hereby accepts the Premises (including the suitability of the Premises for the Permitted Use) for all purposes

1 202 Completion of Tenant Improvements Landlord will perform or cause to be performed the work and/or construction of Tenant's Improvements (as defined in the Work Letter) in accordance with the terms of the Work Letter and will use its best efforts to Substantially Complete (as defined in the Work Letter) Tenant's Improvements by April 1 1995 If Tenant's Improvements are not Substantially Complete by April 1 1995 for any reason whatsoever (including without limitation to any delays caused by Landlord) Tenant's sole remedy against Landlord shall be an adjustment of the Commencement Date and the Expiration Date to the extent permitted under Section 3 of the Work Letter The limitation on remedies in the preceding sentence shall not in any way adversely affect Landlord's obligation to assign to Tenant damages under the General Contract (as defined in the Work Letter) as required by Section 3 1 of the Work Letter "Best efforts" shall in no event be construed to require Landlord (i) to pay sums (other than the timely funding of the Finish Allowance) (a) to the Contractor (as defined in the Work Letter) or others in order to Substantially Complete construction of Tenant s Improvements by the dates set forth in the Target Completion Schedule (as defined in the Work Letter) or (b) to Landlord s space planner in order to accelerate the production of Construction Drawings beyond the schedule agreed upon by Landlord, Tenant and such space planner or (ii) to accelerate Landlord s performance or the performance of any other party in order to correct delays caused by Tenant Delays

1 203 Acceptance of Premises Memorandum. Upon Substantial Completion (as defined in the Work Letter) of Tenant s Improvements on any full floor which is a part of Tenant's Improvements Landlord and Tenant shall complete and execute an **"Acceptance of Premises Memorandum"** (herein so called) in the form attached hereto as **Exhibit E** or **Exhibit E1**, as applicable If Tenant fails or refuses to execute a completed Acceptance of Premises Memorandum acceptable to Landlord within ten (10) days after the occurrence of Substantial Completion of the Premises or a full floor, Tenant shall be deemed to have accepted the Premises or floor as applicable, for all purposes (and Substantial Completion of the Premises or such floor shall be deemed to have occurred) on the earlier to occur of (i) the date that Tenant commences to relocate to the Premises or such floor as applicable or (ii) the Commencement Date set forth in Item 8 of the Basic Lease Provisions.

1 204 Occupancy of the Premises In the event that any full floor of the Premises is Substantially Complete prior to the Commencement Date Tenant shall have the right to occupy such floor of the Premises from and after the date of Substantial Completion of such floor subject to the following: (i) although the Commencement Date of the Term shall not commence until Substantial Completion of the entire Premises (as such Commencement Date may be adjusted pursuant to Section 3 of the Work Letter) Tenant s occupancy of such floor shall be subject to all of the terms and conditions of this Lease with the exception that Tenant s sole rent obligation with respect to such floor for the Early Occupancy Period (hereinafter defined) shall be equal to 1/12th of the product of the Rentable Area of such floor multiplied by the per square foot Basic Annual Rent payable in respect of the Premises for the first Lease Year An **Early Occupancy Period"** is hereby defined to mean a period commencing with the earlier to occur of (x) the actual or deemed date of Substantial Completion of a floor of the Premises or (y) seven (7) days after Tenant commences to move into the applicable floor and continuing to and including the actual or deemed date that the entire Premises are Substantially Complete

1 205 Early Entry into the Premises. Subject to the provisions of Section 5 of the Work Letter Tenant and Tenant s Contractors (as defined in the Work Letter) shall have the right to enter the Premises after the date which is approximately two (2) weeks prior to the estimated date of Substantial Completion for the purpose of installing furniture equipment and telephones

SECTION 1 3 REDELIVERY OF THE PREMISES Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease and subject to Tenant's remaining obligations under this Section Tenant shall immediately deliver to Landlord the Premises free of offensive odors and in a safe clean, neat, sanitary and operational condition (damage caused by casualty or condemnation and ordinary wear and tear excepted) together with all keys and parking and access cards (it being understood that each parking card not returned to Landlord shall be treated as a lost card and Tenant shall pay Landlord an amount determined

in accordance with **Exhibit F** attached to these Supplemental Lease Provisions) Tenant shall (i) within seven (7) days after the expiration or earlier termination of this Lease remove from the Premises, at the sole expense of Tenant (i) unless Landlord is asserting its lien rights or ownership rights therein, any equipment, appliances, machinery, trade fixtures, furnishings and personalty installed or placed in the Premises by or on behalf of Tenant and (ii) if requested by Landlord within thirty (30) days after the expiration or earlier termination of this Lease, (a) remove all improvements made to the Premises by or on behalf of Tenant (other than Tenant's Improvements and Installations approved by Landlord without the requirement that same be removed upon expiration or earlier termination of the Lease) and (b) restore the Premises to the condition existing prior to the installation of such improvements (damage caused by casualty or condemnation and ordinary wear and tear excepted) All removals and work described above shall be accomplished in a good and workmanlike manner and shall be conducted in a fashion so as not to damage the Premises or the Building or any portion thereof. Tenant shall, at its expense, promptly repair any damage caused by any such removal or work. If Tenant fails to deliver the Premises in the condition aforesaid, then Landlord may , after having given Tenant ten (10) days prior notice, restore the Premises to such a condition at Tenant's expense All property required to be removed pursuant to this Section not removed within the time period required hereunder shall thereupon be conclusively presumed to have been abandoned by Tenant and Landlord may, at its option, take over possession of such property and either (x) declare the same to be the property of Landlord by written notice to Tenant at the address provided herein or at such other address which Tenant provides to Landlord in accordance with the provisions of Article 14 below or (y) at the sole cost and expense of Tenant, remove and store and/or dispose of the same or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or any other person

SECTION 1 4 HOLDING OVER. In the event Tenant or any party under Tenant claiming rights to this Lease retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute and be construed as a tenancy at will only subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder such parties shall be subject to immediate eviction and removal and Tenant or any such party shall pay Landlord as rent for the period of such holdover an amount equal to one and one-half (1 1/2) times the Basic Annual Rent and Additional Rent (as hereinafter defined) in effect immediately preceding expiration or termination, as applicable, prorated on a daily basis Tenant shall also pay any and all damages sustained by Landlord as a result of such holdover The rent during such holdover period shall be payable to Landlord from time to time on demand, provided, however, if no demand is made during a particular month, holdover rent accruing during such month shall be paid in accordance with the provisions of Article 2 Tenant will vacate the Premises and deliver same to Landlord immediately upon Tenant's receipt of notice from Landlord to so vacate No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease, no payments of money by Tenant to Landlord after the expiration or earlier termination of this Lease shall reinstate continue or extend the term of this Lease and no extension of this Lease after the expiration or earlier termination thereof shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant. Notwithstanding the preceding provisions of this Section, Tenant shall not be liable for any damages other than actual damages arising out of a holdover by Tenant in the Premises unless Landlord, in good faith forwards a written notice to Tenant that Tenant's holdover within all or a portion of the Premises will or may cause Landlord to suffer consequential damages and Tenant fails to vacate the Premises within thirty (30) days after Tenant's receipt of notice of consequential damages

ARTICLE 2--RENT

SECTION 2 1 BASIC RENT

2 101 Basic Rent Generally Tenant shall pay as annual rent for the Premises the applicable Basic Annual Rent shown in Item 3 of the Basic Lease Provisions The Basic Annual Rent shall be payable in monthly installments equal to the applicable Basic Monthly Rent shown in Item 3 of the Basic Lease Provisions in advance which monthly installments shall commence on the Commencement Date and shall continue on the first (1st) day of each calendar month thereafter If the Commencement Date occurs on a day other than the first day of a calendar month, the Basic Monthly Rent for such partial month shall be prorated on a daily basis Basic Rent shall mean Basic Annual Rent, Basic Monthly Rent or both, as the context requires

2 102 Limited Abatement of Rent. Tenant shall be entitled to abatement of Rent for first Lease Month.

SECTION 2 2 ADDITIONAL RENT

2 201 Definitions For purposes of this Lease the following definitions shall apply

(a) **"Additional Rent"** for a particular calendar year shall equal the sum of (i) Tenant's Pro Rata Share Percentage (as set forth in Item 4 of the Basic Lease Provisions) multiplied by the amount by which Operating Expenses (as hereinafter defined) for such year exceed Tenant's Operating Expense Stop (as set forth in Item 5 of the Basic Lease Provisions) plus (ii) Tenant's Pro Rata Share Percentage multiplied by the amount by which Real Estate Taxes (as hereinafter defined) for such year exceeds Tenant's Real Estate Taxes Stop (as set forth in Item 6 of the Basic Lease Provisions) plus (iii) Tenant's Pro Rata Share Percentage multiplied by Additional Pass Through Costs (as hereinafter defined) for such year

(b) **"Operating Expenses"** shall mean all of the costs and expenses Landlord incurs pays or becomes obligated to pay in connection with operating, maintaining, insuring and managing the Property for a particular calendar year or portion thereof as determined by Landlord in accordance with generally accepted accounting principles("GAAP) consistently applied. Operating Expenses shall include but not be limited to the following

1 insurance premiums

2 water sewer electrical and other utility charges (Utility Costs)

3 service testing and other charges incurred in the operation and maintenance of the elevators and the plumbing fire sprinkler security heating ventilation and air conditioning system

4 cleaning and other janitorial services (inclusive of window cleaning)

5 tools and supplies costs

6 repair costs

7 costs of landscaping, including landscape maintenance and sprinkler maintenance costs including rental and supply costs in connection therewith

8 security services,

9 license permit and inspection fees

10 management fees

11 wages and related benefits payable to employees relating thereto including taxes and insurance

12 accounting services

13 legal services unless incurred in connection with tenant defaults or lease negotiations

14 trash removal

15 Garage and parking maintenance repair, repaving and operating costs, and

16 the charges assessed against the Property pursuant to any contractual covenants or recorded declaration of covenants or the covenants, conditions and restrictions of any other similar instrument affecting the Property

Notwithstanding any contrary provision in subsection 2 201 of the Supplemental Lease Provisions Operating Expenses shall not include any of the following

1 Real Estate Taxes

2 Additional Pass Through Costs

3 costs for which Landlord actually receives reimbursement by insurance or condemnation awards

4 expenses incurred in leasing or procuring new tenants including advertising expenses or leasing commissions paid to agents of Landlord or other brokers

5 income capital stock, estate inheritance franchise or other taxes payable by Landlord depreciation of the Building or Landlord's personal property at the Building

6 costs associated with the formation or maintenance of any legal entity constituting Landlord from time to time

7 general overhead and general administrative expenses of Landlord not specifically relating to the Building

8 interest on debt or amortization payments on any mortgage or deed of trust

9 rental under any prime lease or similar rental under any other superior lease or sublease

10 any bad debt loss or rent loss

11 any wages, salaries or other compensation paid to any employee not employed for or on behalf of the Building and as to any employee not utilized by Landlord full time on behalf of the Building, the wages salaries and other compensation of such employees in excess of that reasonably allocable to the Building

12 salaries of people above the grade of property manager

13 costs of alterations and capital improvements which are not treatable as expenses under generally accepted accounting principles

14 the costs for repairs or maintenance that are reimbursed by others including without limitation, reimbursement made on warranty claims

15 depreciation of the Building or Landlord's personal property at the Building

16 dividends paid by Landlord,

17 accounting fees expert fees legal fees, court costs or disbursements incurred in connection with proceedings of any nature to assert Landlord s rights under any lease with a tenant in the Building or to resolve disputes between Landlord and tenants of the Building as to the drafting, interpretation or administration of any lease, including this Lease except where incurred predominately for the benefit of the tenants of the Building including Tenant

18 any points or fees including without limitation, late fees default interest and other similar payments on loans relating to the Property

19 expenses incurred in constructing, owning, managing or operating any food court area or deli, if any of the Building

20 Landlord's costs of any above Building standard janitorial services or above Building standard security services provided to other tenants of the Building without an additional charge as well as Landlord's cost of any other above Building standard services (including, without, limitation, above Building standard electrical service) which Landlord knowingly provides to other tenants of the Building without an additional charge

21 costs associated with Building services provided to any tenant of the Building with a separate charge other than such tenant s obligation for a pro-rata share of Operating Expenses Real Estate Taxes and Additional Pass Through Costs

22 commissions and other costs and expenses incurred in connection with encumbering the property or negotiations with or sales to purchasers or potential purchasers of the Property

23 costs incurred by Landlord to acquire, confirm, or defend Landlord s title to or interest in the Building;

24 any penalties or fines imposed upon Landlord or the Building due to the violation of any laws or failure to timely pay obligations, except (i) fines and penalties caused by the acts or omissions of Tenant, including Tenant s failure to pay Rent when and as due and (ii) fines, penalties, and interest expense assessed against Landlord as a result of or connection with Landlord's good faith contest of Real Estate Taxes assessed against the Building;

25 tort damages awarded against Landlord,

26 costs (other than management fees which shall be governed by clause 27 following) paid to a related entity to the extent that the payment materially exceeds that which would have been paid in the absence of such a relationship

27 during the initial term (as specified in Item 7 of the Basic Lease Provisions) of this Lease only management fees in excess of four percent (4%) of gross revenues, but only to the extent such excess management fees also materially exceed management fees payable to managers of Comparable Buildings (as defined in Rider 1 attached hereto) who perform services at least equal to the services performed by Property Manager

28 compensation paid to clerks attendants or other persons to operate a commercial concession on the Property

29 costs of renovating or constructing space for Tenant or other tenants or renovating space vacated by Tenant or other tenants

30 that portion of any Operating Expense that would have not been incurred but for Landlord s gross negligence or willful misconduct; and

31 that portion of any Operating Expense that would not have been incurred but for Landlord s simple negligence (each such portion incurred as a result of Landlord s simple negligence a **Negligently Incurred Expense**") provided that such Negligently Incurred Expense (i) is in excess of $10 000 (ii) constitutes an Operating Expense other than a Utility Expense and other than an Insurance Premium payable in respect of a blanket insurance policy taken out with respect to the Property (as opposed to a policy covering only the Property), (iii) was incurred without a bidding process (there being no obligation for Landlord to accept the lowest bid if, in the reasonable judgment of Landlord accepting another bid is reasonable under the circumstances), and (iv) is contested by Tenant in a writing delivered to Landlord within one hundred eighty (180) days after receipt of the applicable Year End Statement (as hereinafter defined) with appropriate supporting data indicating in Tenant's reasonable opinion the amount of the Negligently Incurred Expense

(c) "**Real Estate Taxes**" shall mean (i) all real estate taxes and other taxes or assessments which are levied with respect to the Property or any portion thereof for each calendar year (ii) any tax, surcharge or assessment which shall be levied in addition to or as a supplement to or in lieu of real estate taxes, (iii) the costs and expenses of a consultant, if any or of contesting the validity or amount of such real estate or other taxes and (iv) any rental, excise sales transaction, privilege or other tax or levy however denominated, imposed upon or measured by the rental reserved hereunder or on Landlord's business of leasing the Premises excepting only Landlord's net income taxes Landlord represents and warrants to Tenant that the Property is not subject to any ad valorem tax abatement.

(d) "**Additional Pass Through Costs**" shall mean the following costs and expenses incurred by Landlord from and after January 1 of the calendar year in which this Lease is executed. (i) subject to the limitations of clause (ii) following the cost of any improvement made to the Property by Landlord that is required under any governmental law or regulation which was not promulgated, or which was promulgated but was not applicable to the Building, as of the date of this Lease amortized over such period as is permitted by GAAP together with an amount equal to interest at the rate of ten percent (10%) per annum (the "**Amortization Rate**") on the unamortized balance thereof, (ii) the cost of any improvement made to the Land, the Common Areas of the Building located on the first floor and the ground level of the Building, the Common Area on any multi tenant floor of the Building partially occupied by Tenant, the Parking Garage or the surface parking area which is part of the Property and that is required under interpretations or regulations issued after the Commencement Date under or amendments made after the Commencement Date to the provisions of Tex. Rev Civ Stat. Ann. art. 9102 and the provisions of the Americans With Disabilities Act of 1990 42 U S C §§12101-12213 (collectively the "**Disability Acts**") amortized over such period as is permitted under GAAP together with an amount equal to interest at the Amortization Rate on the unamortized balance thereof (iii) the cost of any labor-saving or energy-saving device or other equipment installed in the Building (provided Landlord reasonably anticipates based upon the product data of the manufacturer or supplier that the installation thereof will reduce Operating Expenses) amortized over such period as is permitted by GAAP together with an amount equal to interest at the Amortization Rate on the unamortized balance thereof and (iv) all other capital costs and expenses which would generally be regarded as ownership operating, maintenance and management costs and expenses which would normally be amortized over a period not to exceed five (5) years provided that any such costs and expenses incurred to comply with the Disability Acts shall be governed by clause (ii) of this paragraph

2 202 Gross-Up Operating Expenses shall be grossed up to include all additional costs and expenses of operating maintaining and managing the Building that vary depending on the occupancy of the Building and which Landlord determines that it would have incurred, paid or been obligated to pay during such year if the Building had been one hundred percent (100%) occupied

2 203 Payment Obligation. Tenant shall not be obligated to pay any Additional Rent for the calendar year 1996 Commencing with January 1 1997 and continuing until the expiration of this Lease Tenant shall pay to Landlord the Additional Rent in monthly installments as hereinafter provided. At least thirty (30) days prior to January 1 1997 and at least thirty (30) days prior to January 1 of each calendar year thereafter during the term of this Lease (or as soon thereafter as is reasonably possible) Landlord shall give Tenant written notice of Tenant's estimated Additional Rent for the applicable calendar year and the amount of the monthly installment due for each month during such year Tenant shall pay to Landlord on January 1, 1997 and on the first day of each month thereafter the amount of the applicable monthly installment of Additional Rent, provided, however if the applicable installment covers a partial month, then such installment shall be prorated on a daily basis Within ninety (90) days after the end of (i) each calendar year and (ii) the Expiration Date or as soon thereafter as is reasonably possible Landlord shall prepare and deliver to Tenant a statement showing Tenant's actual Additional Rent for the applicable calendar year provided that with respect to the calendar year in which the Expiration Date occurs, (x) that calendar year shall be deemed to have commenced on January 1 of that year and ended on the Expiration Date (the **"Final Calendar Year"**) and (y) Landlord shall have the right to estimate the actual Operating Expenses allocable to the Final Calendar Year but which are not determinable within such ninety day period. If Tenant's total monthly payments of Additional Rent for the applicable year are less than Tenant's actual Additional Rent, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant's total monthly payments of Additional Rent for the applicable year are more than Tenant's actual Additional Rent, then Landlord shall credit against the next Additional Rent payment or payments due from Tenant the amount of such overpayment, provided, however with respect to the Final Calendar Year Landlord shall pay to Tenant the amount of such excess payments, less any amounts then owed to Landlord within thirty (30) days after the Expiration Date Unless Tenant takes written exception to any item within thirty (30) days after the furnishing of an annual statement, such statement shall be considered as final and accepted by Tenant. Any amount due Landlord as shown on any such statement shall be paid by Tenant within thirty (30) days after it is furnished to Tenant

2 204 Cap on Increases in Operating Expenses For the purpose of determining Additional Rent, Operating Expenses (exclusive of the Non-Capped Operating Expenses, as hereinafter defined) for any calendar year shall not be increased over the amount of Operating Expenses (exclusive of Non-Capped Operating Expenses) during the calendar year in which the term of this Lease commences by more than seven percent (7%) per year on a cumulative basis, compounded annually For example if Operating Expenses (exclusive of Non-Capped Operating Expenses) during the calendar year in which the term of this Lease commences were $100 000 the cap on Operating Expenses (exclusive of Non-Capped Operating Expenses) for the fourth full calendar year would be $131 079 60 ($100 000 times 1 07 times 1 07 times 1 07 times 1 07) It is understood and agreed that there shall be no cap on **"Non-Capped Operating Expenses"**, which are hereby defined to mean all Real Estate Taxes utility expenses and insurance premiums

2 205 Revisions in Estimated Additional Rent. If Real Estate Taxes utility expenses or Additional Pass Through Costs increase during a calendar year or if the number of square feet of rentable area in the Premises increases, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect and thereafter Tenant shall pay to Landlord in each of the remaining months of such year an additional amount equal to the amount of such increase in the estimated Additional Rent divided by the number of months remaining in such year

2 206 Billing Disputes If there exists any dispute as to (i) the amount of Additional Rent, (ii) whether a particular expense is properly included in Additional Rent or (iii) Landlord's calculation of Additional Rent (each an "Additional Rent Dispute") the events errors acts or omissions giving rise to such Additional Rent Dispute shall not constitute a breach or default by Landlord under this Lease and even if a judgment resolving the Additional Rent Dispute is entered against Landlord this Lease shall remain in full force and effect and Landlord shall not be liable for any consequential damages resulting from the event, error act or omission giving rise to such Additional Rent Dispute Notwithstanding the existence of an Additional Rent Dispute Tenant shall pay timely the amount of Additional Rent which is in dispute and will continue to make all subsequent payments of Additional Rent as and when required under this Lease, provided that the payment of such disputed amount and other amounts shall be without prejudice to Tenant s position. If an Additional Rent is resolved in favor of Tenant, Landlord shall forthwith pay to Tenant the amount of Tenant s overpayment of Additional Rent, together with interest at the Interest Rate (as defined in Section 15 10) but only to the extent such interest is payable under Section 15 10 below

2 207 Financial Books. Landlord agrees to continue to utilize GAAP in accounting for Operating Expenses on its year end financial books

2 208 Right to Audit. Subject to the remaining terms of this subsection Tenant shall have the right at Tenant's sole cost and expense to perform an annual audit on Landlord's books and records which reflect Additional Rent (including without limitation the books and records reflecting Landlord s calculation of Additional Rent (including Operating Expenses and the gross up thereof) for the applicable year provided that such audit shall be conducted (i) during Landlord's normal business hours (ii) at the Property or such other place in Dallas Texas where Landlord maintains its records and (iii) only after Landlord has received thirty (30) days prior written notice If Tenant's auditors discover a material error in Landlord's calculation of Additional Rent Tenant s auditors shall deliver to Landlord reasonable evidence of such material error Tenant shall require its auditors to use reasonable efforts to complete its audit within sixty (60) days after Landlord makes available its books and records reflecting the Additional Rent for the applicable calendar year Tenant shall reimburse Landlord for any actual out-of pocket costs incurred by Landlord as result of complying with the requests of Tenant's auditor Tenant shall bear the cost of any audit performed on behalf of Tenant pursuant to this subsection. No audit conducted pursuant to this paragraph shall be binding on Landlord However if a court of competent jurisdiction issues a final non-appealable judgment upholding the opinion of Tenant s auditor that Landlord s calculation of Operating Expenses for a particular calendar year was more than five percent (5%) of the actual Operating Expenses for such calendar year Landlord shall pay the actual out-of-pocket cost paid by Tenant to Tenant s auditor to perform the applicable audit

SECTION 2 3 RENT DEFINED AND NO OFFSETS Basic Annual Rent Additional Rent and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including without limitation, any sums payable to Landlord under any addendum, exhibit, rider or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as Rent Each payment of Rent shall be paid by Tenant when due without deduction setoff or except as otherwise expressly provided in this Lease prior demand

SECTION 2 4 LATE CHARGES If any installment of Basic Annual Rent or Additional Rent or any other payment of Rent under this Lease shall not be paid when due, a "Late Charge" of five cents ($ 05) per dollar so overdue may be charged by Landlord to defray Landlord s administrative expense incident to the handling of such overdue payments Each Late Charge shall be payable within ten (10) days after written demand. Notwithstanding the foregoing, Tenant shall not be required to pay a Late Charge with respect to first two (2) payments of Rent not paid when due, so long as each such payment is made within ten (10) days after receipt of written notice from Landlord stating that such payment has not been made when due

ARTICLE 3--SECURITY DEPOSIT

Except as hereinafter provided, Tenant is not required to deposit with Landlord a security deposit. Upon the occurrence of an Event of Default by Tenant described in Section 13 101, Tenant shall within three (3) business days of Landlord's demand, deposit with Landlord a security deposit (the **"Security Deposit"**) equal to one (1) month of Basic Monthly Rent (which shall be calculated using the per square foot rate applicable during the last Lease Year) Tenant shall not be entitled to interest on the Security Deposit and Landlord may commingle such Security Deposit with any other funds of Landlord. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of an Event of Default by Tenant. If an Event of Default by Tenant occurs Landlord may but shall not be required to, from time to time, without prejudice to any other remedy use, apply or retain all or any part of this Security Deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's Event of Default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant s Event of Default, including, without limitation, actual out-of-pocket costs and reasonable attorneys' fees incurred by Landlord to recover possession of the Premises If Landlord ever uses, applies or retains all or any portion of the Security Deposit pursuant to the preceding sentence, Tenant will, within five (5) days after receipt of a written demand from Landlord, deliver to Landlord an amount which will increase the balance of the Security Deposit to its original level. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date Tenant agrees that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as the Security Deposit and that Landlord and its successors and assigns shall not be bound by any such actual or attempted assignment or encumbrance Regardless of any assignment of this Lease by Tenant, Landlord may return the Security Deposit to the original Tenant, in the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit or any part of the balance thereof

ARTICLE 4--OCCUPANCY AND USE

SECTION 4 1 USE OF PREMISES

4 101 General The Premises shall, subject to the remaining provisions of this Section, be used solely for the Permitted Use (herein so called) specified in Item 12 of the Basic Lease Provisions. Without in any way limiting the foregoing, Tenant will not use occupy or permit the use or occupancy of the Premises for any other purpose and the Permitted Use shall not include any use which is forbidden by or in violation of any law ordinance or governmental or municipal regulation, order or certificate of occupancy or which may be dangerous to life, limb or property or permit the maintenance of any public or private nuisance do or permit any other thing which may disturb the quiet enjoyment of any other tenant of the Property, or keep any substance or carry on or permit any operation which emits offensive odors or conditions from the Premises, or commit or suffer or permit any waste in or upon the Premises or sell, purchase or give away or permit the sale purchase or gift of food in any form by or to any of Tenant's agents or employees or other parties in the Premises except through vending machines in employee lunch or rest areas within the Premises for use by Tenant's employees only; or use any apparatus which makes undue noise or set up vibrations in the Building or permit anything to be done which would increase the fire and extended coverage insurance rate on the Building or Building contents and, if there is any increase in such rate by reason of acts of Tenant, then Tenant agrees to pay such increase within thirty (30) days of demand therefor by Landlord. Payment by Tenant of any such rate increase shall not be a waiver of Tenant's duty to comply herewith Landlord agrees that Tenant's initial, intended use of the Premises will not cause an increase in the cost of the fire and extended coverage policy for the Building. Tenant shall keep the Premises neat and clean at all times but the foregoing shall in no event relief Landlord from its obligation to provide janitorial and cleaning services to the Premises as required by subsection 5 105 below Tenant shall promptly correct any violation of a governmental law rule or regulation relating to the Premises Tenant shall comply with any direction of any governmental authority having jurisdiction which imposes any duty upon Tenant or Landlord with respect to the Premises or with respect to the occupancy or use thereof

4 102 Certain Limitations on Density. The population density within the Premises as a whole shall at no time exceed 1 person for each 300 square feet of Rentable Area of the Premises

4 103 Certain Limitations on Operations Tenant shall not conduct second or third shift operations within the Premises The foregoing provision shall not prohibit Tenant from using the Premises after normal business hours so long as Tenant is not generally conducting business from the Premises after normal business hours

4 104 Hazardous and Toxic Materials.

(a) For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing 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 or that are subject to any right-to-know laws or requirements

(b) Tenant shall not knowingly incorporate into or use or otherwise place or dispose of at, the Premises or any other portion of the Property any hazardous or toxic materials except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (i) such materials are in small quantities properly labeled and contained, (ii) such materials are handled and disposed of in accordance with accepted industry standards for safety storage use and disposal (iii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such hazardous or toxic material and (iv) such materials are used, transported, stored handled and disposed of in accordance with all applicable governmental laws rules and regulations. Upon reasonable prior notice Landlord shall have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials

(c) Landlord shall not knowingly dispose of at the Premises or any other portion of the Property any hazardous or toxic materials that would materially and adversely affect Tenant's access use or occupancy of the Premises

(d) If Landlord or Tenant ever has knowledge of the presence in or on the Premises or any other portion of the Property hazardous or toxic materials which affect the Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge

(e) If Tenant or its employees, agents or contractors shall ever violate the provisions of paragraph (a) of this subsection 4 102 or otherwise contaminate the Premises or the Property then Tenant shall clean-up remove and dispose of the material causing the violation, in compliance with all applicable governmental standards laws rules and regulations and then accepted industry practice and standards and shall repair any damage to the Premises or Building within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively **"Tenant's Environmental Corrective Work"**). Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours Tenant's obligations under this subsection 4 104(e) shall survive the termination of this Lease

(f) If any Tenant's Environmental Corrective Work (i) is to occur outside of the Premises or (ii) will in any way affect any portion of the Building other than the Premises, then Landlord shall have the right to undertake the Tenant's Environmental Corrective Work and such work shall be performed in accordance with the same standards and provisions as are applicable to performance of Tenant's Environmental Corrective Work. Upon reasonable prior notice Tenant shall allow Landlord, its agents, employees and contractors such access to the Premises as Landlord may reasonably request in order to perform such Tenant's Environmental Corrective Work at times other than Tenant s operating hours if reasonably practicable provided that Tenant shall pay the expense of any overtime work incurred in connection with Tenant s Environmental Corrective Work done at times other than Tenant s operating hours Within thirty (30) days after receiving an invoice Tenant shall reimburse Landlord for the out-of-pocket costs incurred by Landlord to perform such Tenant's Environmental Corrective Work.

SECTION 4 2 PERMITS Landlord shall obtain the certificate of occupancy if any required for occupancy of the Premises following construction of Tenant Improvements Tenant shall pay for the cost of any such certificate of occupancy provided that Tenant shall be entitled to have such cost funded from the Finish Allowance if any provided for in the Work Letter If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense shall procure and thereafter maintain such license or permit. Additionally if Tenant's Improvements or any subsequent alteration or improvement made to the Premises by Tenant or Tenant's use of the Premises require any modification or amendment of any certificate of occupancy for the Building or the issuance of any other permit of any nature whatsoever Tenant shall, at its expense take all actions to procure any such modification or amendment or additional permit.

SECTION 4 3 COMPLIANCE WITH LAWS

4 301 Tenant's Compliance Obligation.

(a) Tenant shall comply with all laws statutes ordinances, orders permits and regulations affecting (i) Tenant's use and occupancy of the Premises (ii) any improvements constructed within the Building by or on behalf of Tenant and (iii) any equipment installed within the Building by Tenant or installed by a party other than Landlord on behalf of Tenant, provided, however Tenant's compliance obligations with respect to the Disability Acts shall be governed by paragraph (b) following and the applicable provisions of the Work Letter

(b) From and after the Commencement Date Tenant shall be obligated to see that the Premises comply with all existing requirements of and regulations issued under the Disability Acts for each of the following (i) alterations or improvements to any portion of the Premises performed after the Commencement Date (other than the Tenant Improvements but subject to and without in any way limiting Tenant s obligations under the Work Letter) (ii) obligations or complaints arising under or out of Title I of the Americans With Disabilities Act or Tenant's employer-employee obligations (iii) obligations or complaints arising under or out of the conduct or operations of Tenant's business including any obligations or requirements for barrier removal to customers or invitees as a commercial facility or as a public accommodation (as defined in the Disability Acts) and (iv) any change in the nature of Tenant's business, or its employees or financial net worth or Tenant's business operations that triggers an obligation under the Disability Acts

(c) If any law, statute ordinance order permit or regulation with which Tenant is required to comply pursuant to this Lease is violated, Tenant shall take such corrective action as is necessary to cause compliance

4 302 Landlord's Compliance Obligation

(a) Landlord shall comply with all laws statutes ordinances orders and regulations (i) relating to the Property (exclusive however of those with which Tenant is obligated to comply by reason of subsection 4 301) and (ii) non-compliance with which would adversely affect Tenant's use or occupancy of the Premises or Tenant's rights under this Lease provided, however Landlord's compliance obligations with the Disability Acts shall be as provided in paragraph (b) of this subsection

(b) Landlord, at Landlord s expense shall be obligated to see that all Common Areas comply with the Disability Acts requirements that are in effect on the Commencement Date

SECTION 4 4 RULES AND REGULATIONS Tenant will comply with such rules and regulations (the **Rules and Regulations"**) generally applying to tenants in the Building as may be adopted from time to time by Landlord for the management, safety care and cleanliness of and the preservation of good order and protection of property in, the Premises and the Building and at the Property All such Rules and Regulations are hereby made a part hereof The Rules and Regulations in effect on the date hereof are attached hereto as **Exhibit G** All changes and amendments to the Rules and Regulations sent by Landlord to Tenant in writing and conforming to the foregoing standards shall be carried out and observed by Tenant Landlord hereby reserves all rights necessary to implement and enforce the Rules and Regulations and each and every provision of this Lease

SECTION 4 5 ACCESS Without being deemed guilty of an eviction of Tenant and without abatement of Rent, Landlord and its authorized agents shall have the right to enter the Premises, upon reasonable notice to Tenant, to inspect the Premises, to show the Premises to prospective lenders, purchasers or, during the last nine (9) months of the Term, tenants and to fulfill Landlord's obligations or exercise its rights under this Lease Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby For each of the aforesaid purposes Landlord shall at all times have and retain a key with which to unlock the doors to and within the Premises, excluding Tenant's vaults and safes Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency without liability therefor

SECTION 4 6 QUIET POSSESSION Provided Tenant timely pays Rent and observes and performs all of the covenants conditions and provisions on Tenant's part to be observed and performed hereunder Tenant shall have the quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease and all laws and restrictive covenants to which the Property is subject.

ARTICLE 5--UTILITIES AND SERVICES

SECTION 5 1 SERVICES TO BE PROVIDED Landlord agrees to furnish or cause to be furnished to the Premises the utilities and services described in subsections 5 101 through 5 106 below subject to all other provisions of this Lease

5 101 Elevator Service Except for Holidays (as defined in the Rules and Regulations attached hereto as **Exhibit G**) Landlord shall provide Existing Elevator Service on Monday through Friday from 7 00 a m. to 6 00 p m. and on Saturdays from 8 00 a.m. to 1 00 p m. At all other times Landlord shall have at least one (1) elevator available for use Notwithstanding the foregoing, Landlord may shut down all or any of the elevators as necessary for repairs and emergencies **'Existing Elevator Service'** shall mean the elevator service provided to the Premises and between floors of the Premises as of the date of this Lease

5 102 Heat and Air Conditioning. Except for Holidays Landlord shall on Monday through Friday from 7 00 a.m to 6 00 p m and on Saturdays from 8:00 a.m. to 1 00 p m. ventilate the Premises and furnish heat or air conditioning (" **HVAC** ") at such temperatures and in such amounts as is customary in Comparable Buildings (as defined in Rider 1), with such adjustments as Landlord reasonably deems necessary for the comfortable occupancy of the Premises subject to events of force majeure and to any governmental requirements ordinances rules regulations guidelines or standards relating to among other things energy conservation Upon request, Landlord shall make available at Tenant's expense after hours heat or air conditioning. Provided no Event of Default by Tenant exists hereunder Landlord will provide to Tenant, upon request, after hours HVAC During the first seven (7) Lease Years the after hours HVAC shall be provided at a cost of $50 00 per hour (with a 1 hour minimum) per floor (or any portion of a floor) After the first seven (7) Lease Years the after hours HVAC shall be provided at Landlord s then prevailing rates and minimums However, such prevailing rates shall not, for purposes of this Lease exceed Landlord s actual cost to provide the after hours HVAC (which shall include, but not be limited to cost of electricity chilled water depreciation of equipment, labor overhead and an allowance of 10% of such actual costs for Landlord s general administrative expense) After hours HVAC may be requested through the Building's automatic telephone system.

5 103 Electricity

(a) Landlord shall furnish to the Premises electric current not in excess of that required by the office lighting and receptacles included in Tenant's Improvements provided, however Tenant shall be solely responsible for the costs of electrical consumption (without duplication) (i) by equipment which requires a voltage other than 120 volts single phase or (ii) by any single piece of equipment in excess of 0 5 kilowatts at rated capacity (such consumption is herein referred to as "**Excess Consumption**" and the costs of Excess Consumption are herein referred to as "**Excess Consumption Costs**") Without in any way limiting Tenant's responsibility for Excess Consumption Costs Tenant shall not (i) without the express prior written consent of Landlord, install or use or permit the installation or use of any computer or electronic data processing equipment or any other electrical equipment which (singly) consumes more than 0 5 kilowatts at rated capacity or requires a voltage other than 120 volts single phase or otherwise has high electrical consumption or (ii) use electric current in excess of the capacity of the feeders or lines to the Building or the risers or wiring installation of the Building or the Premises

(b) The Construction Plans shall include submeters to measure electrical consumption by the raised floor computer room, and if required by Landlord, any equipment which uses Excess Consumption.

(c) Landlord may from time to time determine Excess Consumption by a survey performed by a reputable consultant reasonably acceptable to Tenant or by installing a separate meter to measure Excess Consumption. Tenant shall be responsible for (i) the costs of any such survey performed by Landlord, provided that if such survey is part of a larger survey performed with respect to other areas of the Building the cost of such survey shall be deemed an Operating Expense and (ii) all costs associated with separate metering installed by Landlord to measure electricity supplied to equipment which use Excess Consumption, including, but not limited to the costs of installing maintaining, repairing and reading the separate metering devices and subpanels

(d) Tenant shall pay the cost of Excess Consumption within thirty (30) days after receipt of an invoice therefor Tenant s cost for Excess Consumption shall be calculated on the cost per kilowatt hour charged to the Building by the utility providing electricity to the Building.

5 104 Water Landlord shall furnish hot and cold water to points at supply provided for in the Construction Drawings at temperatures as are customary for a Comparable Building

5 105 Janitorial Services After normal business hours on Sundays through Thursday (other than Holidays) Landlord shall provide janitorial services to the Premises in accordance with the specifications attached hereto as **Exhibit G**, provided the Premises are used exclusively as offices and further provided Tenant complies with subsection 6 201 below

5 106 Common Areas Landlord shall keep the Common Areas (hereinafter defined) in good condition and repair ordinary wear and tear excepted

5 107 Bulbs and Ballasts. Landlord shall provide Building standard bulbs and ballasts as necessary in the Premises Landlord shall also provide non-building standard bulbs and ballasts provided Tenant shall pay the cost thereof, together with an administrative fee equal to ten percent (10%) of such cost All amounts due under this Section shall be paid to Landlord within thirty (30) days after receipt of an invoice therefor

5 108 Window Washing. The exterior of the curtainwall windows located on the perimeter of the Premises shall be cleaned twice per year and the inside of such windows cleaned once per year

SECTION 5 2 SERVICE INTERRUPTION

5 201 Service Interruption. Landlord shall not be liable for and, except as provided in subsection 5 202 below Tenant shall not be entitled to any abatement or reduction of Rent by reason of, Landlord's failure to maintain temperature or electrical constancy levels or to furnish any of the foregoing services when such failure is caused by accident, breakage repairs, strikes lockouts or other labor disturbance or labor dispute of any character, governmental regulation, moratorium or other governmental action, inability by exercise of reasonable diligence to obtain electricity water or fuel, or by any other cause beyond Landlord's reasonable control (collectively "Uncontrollable Events"), nor shall any such Uncontrollable Event or results or effects thereof be construed as an eviction (constructive or actual) of Tenant or as a breach of the implied warranty of suitability, or relieve Tenant from the obligation to perform any covenant or agreement herein and in no event shall Landlord be liable for damage to persons or property (including, without limitation, business interruption), or be in default hereunder, as a result of any such Uncontrollable Event or results or effects thereof

5 202 Limited Right to Abatement of Rent. If any portion of the Premises becomes unfit for occupancy, and Tenant vacates the Premises because Landlord fails to deliver any service as required under subsection 5 101 through 5 104 above for any period (other than a reconstruction period conducted pursuant to Section 7 1 or Article 8 below) exceeding ten (10) consecutive days after written notice by Tenant to Landlord and provided such failure is not caused by Tenant, Tenant's Contractors or any of their respective agents or employees, Tenant shall be entitled to a fair partial abatement of Basic Annual Rent and Additional Rent for any such portion of the Premises effective as of the date of the service interruption until such service is restored.

ARTICLE 6--MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

SECTION 6 1 LANDLORD'S OBLIGATION TO MAINTAIN AND REPAIR. Landlord shall (subject to Section 7 1 Section 7 4 Article 8 below and Landlord's rights under Section 2 2 above and except for ordinary wear and tear) maintain exterior walls roof and load bearing elements of the Building (including the foundation) parking areas (including the Parking Garage) and the base Building systems and equipment used to provide the services referred to in Article 5 Except for load bearing elements of the Building located within the Premises and correction of defects in construction of Tenant's Improvements, Landlord shall not be required to maintain or repair any portion of the Premises

SECTION 6 2 TENANT'S OBLIGATION TO MAINTAIN AND REPAIR.

6 201 Tenant's Obligation. Subject to Sections 7 1 and 7 4 and Article 8 of this Lease Tenant shall at Tenant's sole cost and expense (i) maintain and keep the interior of the Premises (including, but not limited to all fixtures walls ceilings floors doors windows [except replacement of exterior plate glass unless the replacement is by reason of damage caused by Tenant] appliances and equipment which are a part of the Premises) in good repair and condition, (ii) repair or replace any damage or injury done to the Building or any other part of the Property caused by Tenant, Tenant's agents, employees licensees or invitees or resulting from a breach of its obligations under this Section 6 2 and (iii) indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to any and all costs, expenses (including reasonable attorneys' fees) claims and causes of action arising from or incurred by and/or asserted in connection with such maintenance, repairs replacements damage or injury Notwithstanding the preceding indemnity obligation, if Tenant successfully defends any cause of action brought against Tenant in connection with its obligations under this Section, Tenant shall not be responsible for the attorneys fees incurred by Landlord in connection with such cause of action. All repairs and replacements performed by or on behalf of Tenant shall be performed in a good and workmanlike manner and in accordance with the standards applicable to alterations or improvements performed by Tenant. Tenant shall continue to pay Rent, without abatement, during any period that repairs or replacements are performed or required to be performed by Tenant under this Section 6 2

6 202 Rights of Landlord Landlord shall have the same rights with respect to repairs and/or replacements performed by Tenant as Landlord has with respect to Installations performed by Tenant under subsection 6 303 below In the event Tenant fails in the reasonable judgment of Landlord, to maintain the Premises in good order condition and repair, or otherwise satisfy its repair and replacement obligations under subsection 6 201 above, Landlord shall, upon ten (10) days prior notice to Tenant, have the right to perform such maintenance repairs and replacements at Tenant's expense Tenant shall, within thirty (30) days after demand, pay to Landlord any such cost or expense incurred by Landlord, together with interest at the Interest Rate but only to the extent such interest is payable under Section 15 10 below

SECTION 6 3 IMPROVEMENTS AND ALTERATIONS

6 301 Landlord s Construction Obligation Landlord's sole construction obligation under this Lease is as set forth in the Work Letter

6 302 Alteration of Building **LANDLORD HEREBY RESERVES THE RIGHT AND AT ALL TIMES SHALL HAVE THE RIGHT TO REPAIR, CHANGE, REDECORATE, ALTER, IMPROVE, MODIFY, RENOVATE, ENCLOSE OR MAKE ADDITIONS TO ANY PART OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, STRUCTURAL ELEMENTS AND LOAD BEARING ELEMENTS WITHIN THE PREMISES) AND TO ENCLOSE AND/OR CHANGE THE ARRANGEMENT AND/OR LOCATION OF DRIVEWAYS OR PARKING AREAS OR LANDSCAPING OR OTHER COMMON AREAS OF THE PROPERTY, ALL WITHOUT BEING HELD GUILTY OF AN ACTUAL OR CONSTRUCTIVE EVICTION OF TENANT OR BREACH OF THE IMPLIED WARRANTY OF SUITABILITY AND WITHOUT AN ABATEMENT OF RENT (THE "RESERVED RIGHT") WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD'S RESERVED RIGHT SHALL INCLUDE, BUT NOT BE LIMITED TO THE RIGHT TO DO ANY OF THE FOLLOWING**

(a) erect and construct scaffolding, pipe, conduit and other structures on and within and outside of the Premises where reasonably required by the nature of the changes alterations improvements modifications renovations repairs and/or additions being performed,

(b) perform outside of and, upon reasonable notice to Tenant within the Premises all work and other activities associated with such changes alterations improvements modifications renovations repairs and/or additions being performed

(c) repair change, renovate, remodel, alter improve, modify or make additions to the arrangement, appearance location and/or size of entrances or passageways, doors and doorways corridors elevators elevator lobbies stairs toilets or other Common Areas or Service Areas

(d) temporarily close any Common Area and/or temporarily suspend Building services and facilities in connection with any repairs changes, alterations, modifications, renovations, repairs and/ or additions to any part of the Building, provided that if reasonably practicable, the Common Areas and/or Building services and facilities shall be suspended only between the hours of 6 00 p m. and 7 00 a.m. and further provided that Landlord will give Tenant reasonable prior notice of any planned suspension of Common Areas and/or suspension of Building services and facilities

(e) repair, change alter or improve plumbing, pipes and conduits located in the Building, including without limitation, those located within the Premises the Common Areas the Service Corridors or the Service Areas (hereinafter defined) of the Building, provided that Landlord shall give Tenant reasonable prior notice of any work required to be performed within the Premises and

(f) repair change modify alter improve, renovate or make additions to the Building central heating, ventilation, air conditioning electrical mechanical or plumbing systems provided that Landlord shall give Tenant reasonable prior notice of any work required to be performed within the Premises

In connection with exercising Landlord s Reserved Right to make voluntary alterations improvements or modifications to the Building or any portion thereof (e g alterations improvements and modifications which (i) do not constitute repairs (ii) are not required to be performed in order for Landlord to comply with its obligations under this Lease or (iii) are not required by applicable laws) neither Landlord nor its contractors shall materially and adversely interfere with Tenant s use of or access to the Premises In connection with any other exercise of Landlord's Reserved Right, Landlord and its contractors will interfere with Tenant s access use and occupancy of the Premises as little as is reasonably practicable

6 303 Alterations, Additions, Improvements and Installations by Tenant. Tenant shall not, without the prior written consent of Landlord make any changes, modifications, alterations, additions or improvements (other than Tenant's Improvements under the Work Letter) to or install any equipment or machinery (other than office equipment and unattached personal property) on, the Premises (all such changes modifications alterations additions improvements (other than Tenant's Improvements under the Work Letter) and installations approved by Landlord are herein collectively referred to as **"Installations"**) if any such Installations would

(a) affect any structural element of the Property

(b) reduce the load bearing capacity of any portion of the Building or the Parking Garage (other than by reason of the weight of the Installations themselves as long as total load capacity is not exceeded)

(c) involve slab penetrations or curtain wall penetrations in the Building or Parking Garage

(d) penetrations into portions of the Building outside of the Premises or

(e) adversely affect (A) the functioning of the Building HVAC system, or the electrical mechanical plumbing, lighting, life safety or any other system of the Building or (B) Landlord's ability to deliver Building services to other tenants of the Building

As to Installations not covered by the preceding sentence, Tenant will not perform same without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any single Installation which does not exceed $10 000 and which is not part of a larger project shall not require Landlord's prior written consent so long as (i) such Installation is not covered by clauses (a) through (e) above, (ii) the contractor performing the work coordinates its entry into the Building and work with the Property Manager (iii) the Installation does not affect the mechanical, plumbing HVAC or electrical systems of the Building or the Premises and (iv) the cost of such Installation, when combined with the cost of all other Installations performed pursuant to this sentence during the preceding year does not exceed $50 000 All Installations shall be at Tenant's sole cost and expense Without in any way limiting Landlord's consent rights Landlord shall not be required to give its consent until (i) Landlord approves the contractor or person making such Installations and approves such contractor's insurance coverage to be provided in connection with the work, (ii) Landlord approves final and complete plans and specifications for the work and (iii) the appropriate governmental agency if any has approved the plans and specifications for such work. All work performed by Tenant or its contractor relating to the Installations shall conform to applicable governmental laws rules and regulations, including, without limitation, the Disability Acts Upon completion of the Installations Tenant shall deliver to Landlord "as built" plans Tenant shall not be required to use Landlord to perform the Installations however if Tenant requests Landlord to perform, and Landlord performs such Installations Tenant shall pay Landlord, as additional Rent, the out-of-pocket cost thereof and, as reimbursement for Landlord's overhead, ten percent (10%) of such costs One-half of such fee shall be paid to Landlord prior to commencement of work to install or make such Installations and the remaining one-half of such fee shall be paid upon completion of such Installations Each payment shall be made to Landlord within thirty (30) days after receipt of an invoice from Landlord All Installations that constitute improvements constructed within the Premises shall be surrendered with the Premises at the expiration or earlier termination of this Lease unless Landlord at the time it approves such Installations requests that same be removed upon the expiration or earlier termination of this Lease Tenant shall indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to any and all costs expenses (including reasonable attorneys' fees) demands, claims, causes of action and liens arising from or in connection with any Installations performed by Tenant or Tenant s contractors Notwithstanding the preceding indemnity obligation, if Tenant successfully defends any cause of action brought against Tenant in connection with Installations and/or its obligations under this Section Tenant shall not be

responsible for the attorneys' fees incurred by Landlord in connection with such cause of action. All Installations performed by or on behalf of Tenant will be performed diligently and in a first-class workmanlike manner and in compliance with all applicable laws, ordinances, regulations and rules of any public authority having jurisdiction over the Building and/or Tenant's and Landlord s insurance carriers Landlord will have the right, but not the obligation to inspect periodically the work on the Premises and may require reasonable changes in the method or quality of the work.

6 304 Approvals. Any approval by Landlord (or Landlord s architect and/or engineers) of any of Tenant s contractors or Tenant s drawings plans or specifications which are prepared in connection with any construction of improvements (including without limitation, Tenant's Improvements) in the Premises shall not in any way be construed as or constitute a representation or warranty of Landlord as to the abilities of the contractor or the adequacy or sufficiency of such drawings, plans or specifications or the improvements to which they relate for any use purpose or condition.

ARTICLE 7--FIRE AND CASUALTY, INSURANCE AND WAIVER OF CLAIMS

SECTION 7 1 TOTAL OR PARTIAL DESTRUCTION OF THE BUILDING OR THE PREMISES

7 101 Estimate of Time to Rebuild. If the Building, the Parking Garage or the Premises are damaged, and/or access to the Premises or access to the Property is denied, by reason of a fire or other casualty, Landlord shall, as soon as practicable using best efforts and in any event within sixty (60) days after Landlord becomes aware of the damage or destruction, deliver to Tenant a written statement setting forth the date that Landlord became aware of the casualty and the number of days that Landlord reasonably estimates will be needed to complete the repairs and work necessary to reconstruct the Building, Parking Garage or the Premises and/or restore elevator access to the Premises and/or the Property as applicable (each such notice an **"Estimate of Time to Rebuild"**)

7 102 Landlord's Right to Terminate Upon Occurrence of Casualty

(a) If the Building the Parking Garage or the Premises are damaged, and/or access to the Premises or access to the Property is denied by reason of fire or other casualty and Landlord in its Estimate of Time to Rebuild, reasonably estimates that the rebuilding or repairs or restoration of access will take longer than one hundred eighty (180) days after the date that Landlord becomes aware of the casualty Landlord may at its option terminate this Lease in which event Basic Annual Rent and Additional Rent shall be abated during the unexpired portion of this Lease effective with the date of such damage Landlord shall exercise the termination right pursuant to the preceding sentence if at all, by delivering written notice of termination to Tenant within (10) days after Landlord delivers to Tenant Landlord's Estimate of Time to Rebuild

(b) If the Building the Parking Garage or the Premises are damaged and/or access to the Premises or access to the Property is denied by reason of fire or other casualty and Landlord terminates all other leases for office space in the Building within sixty (60) days after the occurrence of the casualty then Landlord shall have the right to terminate this Lease by delivering written notice thereof Tenant within such 60-day period

7 103 Tenant's Right to Terminate Upon Occurrence of Casualty If (i) the Premises are damaged or destroyed by fire or other casualty or elevator access to the Premises and/or access to the Property is denied by reason of a fire or other casualty (ii) neither Tenant Tenant's contractors nor their respective employees officers directors, agents or representatives caused the casualty and (iii) Landlord in the Estimate of Time to Rebuild reasonably estimates that the repairs to the Premises or the restoration of elevator access to the Premises and/or access to the Property, as applicable will take longer than one hundred eighty (180) days after the date that Landlord becomes aware of the casualty Tenant may at its option terminate this Lease in which event (and without limiting the provisions of subsection 7 105 below) Basic Annual Rent and Additional Rent shall be abated during the unexpired portion of this Lease effective the date the Tenant vacates the Premises on account of the casualty Tenant shall exercise the termination right pursuant to the preceding sentence if at all by delivering written notice of termination to Landlord within ten (10) days after receipt of Landlord's Estimate of Time to Rebuild

7 104 Landlord s Limited Obligation to Rebuild If the Building the Parking Garage or the Premises should be damaged and/or access to the Premises and/or the Property should be denied by reason of fire or other casualty and this Lease is not terminated as a result thereof then Landlord shall, as soon as reasonably possible after the occurrence of the casualty (and thereafter pursue with reasonable diligence) commence repairing the Building and the Premises (including Tenant's Improvements) to substantially the same condition which existed immediately prior to the happening of the casualty In no event shall Landlord be required to rebuild repair or replace any part of the furniture equipment trade fixtures, inventory supplies or any other personalty or any Installations or other improvements (except Tenant's Improvements to the extent set forth in the preceding sentence) which may have been placed by Tenant within the Building or at the Premises Notwithstanding Landlord's restoration obligation, in the event any mortgagee under a deed of trust security agreement or mortgage on the Building should require that all or a material portion of the insurance proceeds if any be used to retire or reduce the mortgage debt Landlord shall have the right to terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after being becoming aware that all or a material portion of such insurance proceeds will not be made available to Landlord If Landlord fails to deliver such termination notice within such 30-day period Landlord s restoration obligation under this subsection shall remain in full force and effect

7 105 Abatement and Diminution of Rent If the entire Premises are made untenantable (that is Tenant has vacated the Premises because same cannot be reasonably used by Tenant for the Permitted Use) or elevator access to the Premises and/or access to the Property is denied as a result of a fire or other casualty, Basic and Additional Rent shall be abated during the period the Premises are untenantable or elevator access to the Premises and/or access to the Property is denied If only a portion of the Premises are made untenantable as a result of a fire or other casualty Landlord shall allow Tenant a fair diminution of Basic and Additional Rent during the time such portion of the Premises are unfit for occupancy and such access is restored

SECTION 7 2 TENANT S INSURANCE

7 201 Types of Coverage Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant Tenant will carry and maintain at its sole cost and expense the insurance set forth in paragraphs (a) (b) (c) (d) and (e) of this subsection

(a) Commercial General Liability Insurance coverage including personal injury bodily injury property damage, operations hazard and contractual liability, such insurance to insure both Tenant and, as additional insureds Landlord and the Property Manager and to afford protection to the limit of not less than $3 000 000 00 combined single limit, in respect to injury or death to any number of persons and all property damage arising out of any one (1) occurrence with a deductible not greater than $100 000

(b) Property insurance on an all risk, full replacement cost basis (including coverage against fire, wind, tornado vandalism, malicious mischief, water damage and sprinkler leakage) covering all fixtures equipment and personalty located in the Premises Such policy will be written in the names of Tenant, Landlord and any other parties reasonably designated by Landlord from time to time, as their respective interests may appear The property insurance may provide for a deductible not greater than $100 000

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Texas

(d) Employer's liability insurance in an amount not less than $1 000 000 00

(e) Business Interruption Service to provide Tenant insurance coverage in the event that Tenant's business is interrupted through damage caused to the Premises by casualty or loss of an essential service, such as electricity elevator usage and heating ventilating and air conditioning

7 202 Other Requirements of Insurance All such insurance will be issued and underwritten by companies reasonably acceptable to Landlord and will contain endorsements that (a) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without the insurance company giving Landlord and Property Manager at least fifteen (15) days prior written notice of such cancellation or amendment, (b) Tenant will be solely responsible for payment of premiums, (c) in the event of payment of any loss covered by the policy described in subsection 7 201(a) Landlord or Landlord's designees will be paid first by the insurance company for Landlord's loss and (d) Tenant s insurance is primary in the event of overlapping coverage which may be carried by Landlord.

7 203 Proof of Insurance Tenant shall deliver to Landlord duplicate originals of all policies of insurance required by this Section 7 2 or duly executed originals of the certificates of such insurance evidencing in-force coverage within ten (10) days prior to the commencement of construction of Tenant's Improvements Further, Tenant shall deliver to Landlord renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms

SECTION 7 3 LANDLORD'S INSURANCE

7 301 Types of Coverage. Landlord covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Landlord will carry and maintain the insurance set forth in paragraphs (a) and (b) of this subsection.

(a) Commercial General Liability Insurance coverage including personal injury bodily injury broad form property damage operations hazard and contractual liability such insurance to afford protection to the limit of not less than $3 000 000 combined single limit in respect to injury or death to any number of persons and property damage arising out of any one (1) occurrence

(b) Landlord shall at all times during the term hereof maintain in effect a policy or policies of property insurance covering the Property on an all risk full replacement cost basis including without limitation, sprinkler and water damage, vandalism malicious mischief fire wind and tornado and with any such deductibles as Landlord may from time to time determine

7 302 Self Insurance Any insurance provided for in subsection 7 301 above may be effected by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this Section 7 3 are otherwise satisfied Tenant shall have no rights in any policy or policies maintained by Landlord. If Landlord elects to provide insurance through blanket insurance then Landlord shall be permitted to allocate a fair and reasonable portion of the premiums of the blanket insurance to Operating Expenses If Landlord self insures pursuant to this subsection, Landlord shall be entitled to include in Operating Expenses an amount equal to the cost that would have been incurred by Landlord if Landlord had provided such coverage through a third party insurer

SECTION 7 4 *WAIVER OF CERTAIN CLAIMS* **LANDLORD AND TENANT EACH HEREBY WAIVES ANY RIGHTS IT MAY HAVE AGAINST THE OTHER (INCLUDING, BUT NOT LIMITED TO, A DIRECT ACTION FOR DAMAGES) ON ACCOUNT OF ANY LOSS OR DAMAGE OCCASIONED TO LANDLORD OR TENANT, AS THE CASE MAY BE (EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES), TO THEIR RESPECTIVE PROPERTY, THE PREMISES, ITS CONTENTS OR TO ANY OTHER PORTION OF THE BUILDING OR THE PROPERTY ARISING FROM ANY RISK (WITHOUT REGARD TO THE AMOUNT OF COVERAGE OR THE AMOUNT OF DEDUCTIBLE) COVERED BY THE ALL RISK FULL REPLACEMENT COST PROPERTY INSURANCE REQUIRED TO BE CARRIED BY TENANT AND LANDLORD, RESPECTIVELY, UNDER SUBSECTIONS 7 201(b) AND 7.301(b) ABOVE.** The foregoing waiver shall be effective even if either or both parties fail to carry the insurance required by sections 7 201(b) and 7 301(b) above If a party waiving rights under this Section is carrying an all risk full replacement cost insurance policy in the promulgated form used in the State of Texas and an amendment to such promulgated form is passed, such amendment shall be deemed not a part of such promulgated form until it applies to the policy being carried by the waiving party Without in any way limiting the foregoing waivers and to the extent permitted by applicable law the parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss waive any right of subrogation that Landlord or Tenant or their respective insurers may have against the other party or their respective officers, directors, employees agents or invitees and all rights of their respective insurance companies based upon an assignment from its insured. Each party to this Lease agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverage by reason of said waivers The foregoing waiver shall be effective whether or not the parties maintain the required insurance

SECTION 7 5 INDEMNITY

7 501 Tenant's General Indemnity Tenant will indemnify and hold Landlord Property Manager and their respective officers directors employees and agents (Landlord and each such other party a "Landlord Indemnified Party") harmless from, and reimburse each Landlord Indemnified Party for and with respect to all claims demands actions damages loss liabilities, judgments costs and expenses including without limitation attorney's fees and court costs (each a "Claim" and collectively the "Claims") which are suffered by, recovered from or asserted against each such Landlord Indemnified Party and arise from or in connection with (i) the use or occupancy of the Premises, (ii) any accident injury or damage occurring in or at the threshold of the Premises (iii) any breach by Tenant of any representation or covenant in this Lease or (iv) the negligence or willful misconduct of a Tenant Indemnified Party provided, however, such indemnification of each Landlord Indemnified Party by Tenant shall not include any Claim (A) waived by Landlord under Section 7 4 above or which would have been waived under Section 7 4 above if the Landlord Indemnified Party was Landlord, or (B) any Claim to the extent caused by the negligence, gross negligence or willful misconduct of a Landlord Indemnified Party or any breach of this Lease by Landlord At such time as Landlord becomes aware that a Claim has been asserted against a Landlord Indemnified Party, Landlord will give Tenant prompt written notice of such Claim Tenant shall have the right to defend each Landlord Indemnified Party in any litigation involving a Claim covered by this Indemnity with counsel reasonably acceptable to Landlord (provided however each Landlord Indemnified Party shall have the right to separately retain its own counsel, at such party's own expense, for the purpose of defending or monitoring such litigation) Each Landlord Indemnified Party who is a party to such litigation shall reasonably cooperate with Tenant in connection with such litigation Neither Landlord nor Tenant shall intentionally take any actions to invalidate or materially impair any insurance coverage with respect to the indemnified Claim No Landlord Indemnified Party shall settle or compromise the applicable Claim without the prior written consent of Tenant Tenant will not settle or compromise the applicable Claim (x) if the settlement includes an admission of liability by a Landlord Indemnified Party, unless otherwise agreed by Landlord in writing, and (y) until Landlord has approved the settlement and compromise documents which approval shall not be unreasonably withheld or delayed

7 502 Landlord's General Indemnity Landlord will indemnify and hold Tenant and Tenant's officers directors employees and agents (Tenant and each such other party a "Tenant Indemnified Party") harmless from and reimburse each Tenant Indemnified Party for and with respect to all Claims which are suffered by, recovered from or asserted against any such Tenant Indemnified Party and (i) are caused by the negligence or willful misconduct of a Landlord Indemnified Party (ii) are caused by any breach by Landlord of any representation or covenant in this Lease or (iii) arise from an accident injury damage in the Common Areas provided however, such indemnification by Landlord shall not include any Claim (A) waived by Tenant under Section 7 4 above or which would have been waived under Section 7 4 above if the Tenant Indemnified Party was Tenant or (B) any Claim to the extent caused by the negligence gross negligence or willful misconduct of a Tenant Indemnified Party or any breach of this Lease by Tenant At such time as Tenant becomes aware that a Claim has been asserted against a Tenant Indemnified Party Tenant will give Landlord prompt written notice of such Claim Landlord shall have the right to defend any Tenant Indemnified Party in any litigation involved in a Claim covered by this indemnity with counsel reasonably acceptable to Tenant (provided however each such Tenant Indemnified Party shall have the right to separately retain its own counsel, at its own expense for the purpose of defending or monitoring such litigation) Each Tenant Indemnified Party who is a party to such litigation shall reasonably cooperate with Landlord in connection with such litigation. No Tenant Indemnified Party shall settle or compromise the applicable Claim without the prior written consent of Landlord Landlord will not settle or compromise the applicable Claim (i) if the settlement includes an admission of liability by a Tenant Indemnified Party, unless otherwise agreed by Tenant writing and (ii) until Tenant has approved the settlement and compromise documents which approval shall not be unreasonably withheld or delayed

7 503 Survival of Indemnities The indemnities set forth in this Section 7 502 as well as all other express indemnities contained in this Lease shall survive the expiration or earlier termination hereof

ARTICLE 8--CONDEMNATION

SECTION 8 1 CONDEMNATION RESULTING IN CONTINUED USE NOT FEASIBLE If the Property or any portion thereof that in Landlord's reasonable opinion, is necessary to the continued efficient and/or economically feasible use of the Property shall be taken or condemned in whole or in part for public purposes or sold to a condemning authority in lieu of taking then Landlord may terminate this Lease by delivering to Tenant written notice thereof within thirty (30) days after the occurrence of the taking, condemnation or sale in lieu thereof

SECTION 8 2 TOTAL CONDEMNATION OF PREMISES In the event that all or substantially all of the Premises is taken or condemned or sold in lieu thereof or Tenant will be unable to use a substantial portion of the Premises for a period of one hundred eighty (180) consecutive days by reason of a temporary taking, either Landlord or Tenant may terminate this Lease by delivering written notice thereof to the other within ten (10) business days after the taking, condemnation or sale in lieu thereof

SECTION 8 3 CONDEMNATION WITHOUT TERMINATION If upon a taking or condemnation or sale in lieu of the taking of all or less than all of the Property which gives either Landlord or Tenant the right to terminate this Lease pursuant to Section 8 1 or 8 2 above and neither Landlord nor Tenant elect to exercise such termination right, then this Lease shall continue in full force and effect, provided that, if the taking condemnation or sale includes any portion of the Premises the Basic Annual Rent and Additional Rent shall be redetermined on the basis of the remaining square feet of Agreed Rentable Area of the Premises Landlord, at Landlord's sole option and expense shall restore and reconstruct the Building to substantially its former condition to the extent that the same may be reasonably feasible but such work shall not be required to exceed the scope of the work done by Landlord in originally constructing the Building nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation or damages (over and above amounts going to the mortgagee of the property taken) for the part of the Building or the Premises so taken.

SECTION 8 4 CONDEMNATION PROCEEDS Landlord shall receive the entire award (which shall include sales proceeds) payable as a result of a condemnation, taking or sale in lieu thereof Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in and to any such award Tenant shall however have the right to recover from such authority through a separate award which does not reduce Landlord s award, any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's physical property

ARTICLE 9--LIENS

Tenant shall keep the Premises and the Property free from all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant and Tenant shall indemnify and hold Landlord harmless from, and reimburse Landlord for and with respect to any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees), arising from or in connection with any such liens Notwithstanding the preceding indemnity obligation, if Tenant successfully defends any cause of action brought against Tenant in connection with its obligations under this Article, Tenant shall not be responsible for the attorneys fees incurred by Landlord in connection with such cause of action. In the event that Tenant shall not, within thirty (30) days following notification to Tenant of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Landlord, Landlord shall have in addition to all other remedies provided herein and by law the right but not the obligation to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien Within thirty (30) days after demand, Tenant shall pay all amounts paid or incurred by Landlord in connection with such release together with interest at the Interest Rate but only to the extent such interest is payable under Section 15 10 below Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise to any contractor subcontractor laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Building or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Landlord in the Property or the Premises

ARTICLE 10--TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay prior to their becoming delinquent, any and all taxes and assessments levied against, and any increases in Real Estate Taxes as a result of, any personal property or trade or other fixtures placed by Tenant in or about the Premises and any improvements (other than Tenant's Improvements) constructed in the Premises by or on behalf of Tenant. In the event Landlord pays any such additional taxes or increases, Tenant will, within ten (10) days after demand, reimburse Landlord for the amount thereof

ARTICLE 11--SUBLETTING AND ASSIGNING

SECTION 11 1 SUBLEASE AND ASSIGNMENT Except as otherwise expressly permitted by Sections 11 2 and 11 3 below Tenant shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (it being agreed that for purposes of this Lease assignment shall include, without limitation, the transfer of a majority interest of stock, partnership or other forms of ownership interests merger or dissolution) or mortgage or pledge the same or sublet the Premises or any part thereof or permit the Premises to be occupied by any firm, person, partnership or corporation or any combination thereof, other than Tenant, without the prior written consent of Landlord. Notwithstanding any provision or inference in this Lease to the contrary Tenant may issue new stock in connection with any public offering of such stock. Notwithstanding any subletting or assignment by Tenant hereunder or any provision herein to the contrary Tenant shall remain fully liable for the performance of all the covenants agreements terms provisions and conditions contained in this Lease on the part of Tenant to be performed, including without limitation, Tenant's obligation to pay Basic Rent and Additional Rent during the entire Term Tenant shall deliver to Landlord a copy of each assignment or sublease entered into by Tenant promptly after the execution thereof whether or not Landlord s consent is required in connection therewith. No assignee or sublessee of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord s rights as to any subsequent assignments and/or sublettings Any assignment made by Tenant shall be in recordable form and shall contain a covenant of assumption by the assignee running to Landlord.

SECTION 11 2 LANDLORD'S RIGHTS

11 201 Landlord's Termination and Consent Rights. If Tenant desires to sublease any portion of the Premises to a party other than an Affiliate (hereinafter defined), Tenant shall submit to Landlord (a) in writing the name of the proposed subtenant, the nature of the proposed subtenant's business and the portion of the Premises which Tenant desires to sublease (if the proposed sublease space is less than all of the Premises, such portion is herein referred to as the **"Proposed Sublease Space"**) (b) a current balance sheet and income statement for such proposed subtenant, (c) a copy of the proposed form of sublease (d) if reasonably available recommendations for the proposed subtenant from at least two (2) prior landlords of the proposed subtenant and (e) such other information as Landlord may reasonably request (collectively the **"Required Sublease Information"**) Landlord shall within thirty (30) days after Landlord s receipt of the Required Sublease Information deliver to Tenant a written notice (each such notice a **"Landlord Response"** and any Landlord Response which exercise Landlord s termination right, a **"Notice of Termination**) in which Landlord either (i) terminates this Lease, if Tenant desires to sublease all of the Premises, (ii) terminates this Lease only as to the Proposed Sublease Space if the Proposed Sublease Space is less than the entire Premises (iii) consents to the proposed sublease or (iv) withholds its consent to the proposed sublease, which consent shall not be unreasonably withheld so long as Landlord has received all Required Sublease Information. Landlord shall be deemed to have reasonably withheld its consent to any sublease if the refusal is based on (i) Landlord s determination (in its sole but reasonable discretion) that such subtenant is not of the character or quality of a tenant to whom Landlord would generally lease space of the Building, (ii) the fact that such sublease is not in form and of substance reasonably satisfactory to Landlord, (iii) such sublease conflicts in any material respect with this Lease, including, but not limited to the Permitted Use under Item 12 of the Basic Lease Provisions or Section 4 1 of the Supplemental Lease Provisions (iv) the proposed subtenant is a governmental entity or a medical office (v) the proposed subtenant's primary business is prohibited by any non-compete clause then affecting the Building, (vi) the proposed subtenant is a tenant of the Building or Landlord is negotiating with the proposed subtenant to become a tenant of the Building, or (vii) the sublease would cause Landlord to breach any recorded covenants or contractual obligations to which the Property or Landlord is subject. Notwithstanding any provision herein to the contrary if Tenant withdraws its request to sublease Proposed Subleased Space within three (3) business days after receiving the applicable Landlord Notice of Termination then such Notice of Termination shall be null and void and of no force or effect and the Premises shall continue to include the Proposed Sublease Space which was the subject to the Notice of Termination.

11 202 Certain Tenant Construction Obligations Regarding Sublease If Landlord consents to a sublease and the Proposed Sublease Space adjoins another portion of the Premises or otherwise results in a single tenant floor being occupied by more than one tenant Tenant shall at Tenant's sole cost and expense (i) construct and finish in accordance with Building standards such demising walls as are necessary (a) to physically separate the Premises from the Proposed Sublease Space and (b) to construct a public corridor so as to convert the floor to a multi-tenant floor (ii) perform such work as is necessary to convert the restrooms on such floor (including access thereto) to Building standard restrooms which will serve the entire floor as opposed to only the Premises and (iii) to make such revisions if any as are necessary to properly light, heat cool and ventilate the premises the public corridor and public

restrooms on such floor The alterations performed by Tenant pursuant to this paragraph shall be deemed Installations and therefore subject to the provisions of subsection 6 303

11 203 Effect of Termination If Landlord timely exercises its option to terminate this Lease as to the entire Premises as provided in subsection 11 201 and Tenant does not timely withdraw the request as provided above then this Lease shall terminate on a date specified by Landlord in the Landlord Response (the **"Specified Termination Date"**), which Specified Termination Date shall not be sooner than 30 days after the date of Landlord's Notice of Termination, nor later than 90 days after the date of Landlord's Notice of Termination) and the Basic Rent and Additional Rent shall be paid and apportioned to the termination date If Landlord timely exercises its option to terminate this Lease as to only the Proposed Sublease Space, and Tenant does not timely withdraw the request as provided above, then (i) this Lease shall end and expire with respect to the Proposed Sublease Space on the applicable Specified Termination Date (ii) from and after the applicable Specified Termination Date, the Basic Rent shall be reduced by the amount of Basic Rent that was being paid in respect of the Proposed Sublease Space as of the applicable Specified Termination Date (iii) Tenant's Pro Rata Share Percentage shall be recalculated based on the square feet of rentable area included in the Premises (exclusive of such Proposed Sublease Space) (iv) Tenant's estimated payments of Additional Rent shall be recalculated on the basis of the revised Tenant's Pro Rata Share Percentage (v) if the Proposed Sublease Space is part of a floor which is fully included in the Premises then Landlord shall have the right (a) to construct and finish in accordance with Building standards such demising walls as are necessary (1) to construct a public corridor so as to convert the floor to a multi-tenant floor and (2) to convert the restrooms on such floor (including access thereto) to restrooms which will serve the entire floor as opposed to only the Premises and (b) to make such revisions if any are necessary to properly light, heat, cool and ventilate the public corridor public restrooms and the premises on such floor, and (vi) Tenant shall bear a pro rata share of the reasonable out-of-pocket costs and expenses incurred by Landlord to perform the work authorized by clause (v) preceding

SECTION 11 3 ASSIGNMENT OR SUBLEASE TO AN AFFILIATE Notwithstanding the prohibition against assignment and subleasing contained in Section 11 1 but subject to the remaining provisions of this subsection, Tenant may without the prior written consent of Landlord but only after giving Landlord at least thirty (30) days prior written notice sublet the Premises or any part thereof to an Affiliate (hereinafter defined) or assign this Lease to an Affiliate or permit occupancy of any portion of the Premises by an Affiliate Tenant's notice shall include the identity of the Affiliate and the relationship of the Affiliate to Tenant and if the Affiliate is a merged or acquiring entity covered by clause (iii) below the notice shall be accompanied by then current financial statements of the merged or acquiring entity as applicable The term "Affiliate" shall mean (i) subject to clause (iii) of this subsection, any entity which, directly or indirectly controls or is controlled by or is under common control with Tenant, (ii) subject to clause (iii) of this subsection, any entity not less than fifty one percent (51%) of whose outstanding voting stock shall, at the time be owned directly or indirectly by Tenant or Tenant's parent entity or (iii) an entity which results from Tenant's merger with another entity or an entity which acquires substantially all of the assets or stock of Tenant, provided such merged or acquiring entity as applicable has total assets and a net worth at least equal to Tenant's total assets and net worth as of October 31 1995 as evidenced by Tenant's financial statements for the period ending October 31 1995 delivered by Tenant to Landlord in connection with this Lease For purposes of this subsection, "control" shall mean the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of such entity whether through the ownership of voting securities by contract or otherwise Any Affiliate to whom this Lease is assigned or to whom a portion of the Premises is sublet shall be subject to the following conditions (i) in Landlord's reasonable judgment the Affiliate must be of a quality of a tenant to whom Landlord would generally lease space of the Building, (ii) the sublease or assignment is in form and of substance reasonably satisfactory to Landlord, and (iii) such sublease or assignment shall not conflict in any manner with this Lease including, but not limited to the Permitted Use under Item 12 of the Basic Lease Provisions or Section 4 1 of the Supplemental Lease Provisions

SECTION 11 4 LANDLORD S RIGHTS RELATING TO ASSIGNEE OR SUBTENANT Without limiting Landlord s consent rights and as a condition to obtaining Landlord s consent, (i) each assignee must assume all obligations under this Lease and (ii) each sublessee must confirm that its sublease is subject and subordinate to this Lease In addition each assignee and sublessee shall agree to cause the Premises to comply at all times with all requirements of the Disability Acts (as amended) including but not limited to obligations arising out of or associated with such assignee's or subtenant's use of or activities or business operations conducted within the Premises No assignee or sublessee of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof To the extent the rentals or income derived from any sublease or assignment exceed the sum of (a) the rentals payable under this Lease in respect of the portion of the Premises covered by such sublease or assignment plus (b) the reasonable out-of-pocket expenses paid by Tenant to accomplish the sublease or assignment (such excess the **Excess Sublease Rents**) Landlord shall be entitled to fifty percent (50%) of such Excess Sublease Rents and, accordingly paid over to Landlord in consideration for Landlord's consent to the applicable assignment or sublease If this Lease or any part hereof is assigned or the Premises or any part thereof are sublet, Landlord may at its option collect directly from such assignee or sublessee all rents becoming due to Tenant under such assignment or sublease in which event Landlord shall first apply such rent against any sums due to Landlord by Tenant hereunder and then distribute to Tenant its share of Excess Sublease Rents Tenant hereby authorizes and directs any such assignee or sublessee to make such payments of rent direct to Landlord upon receipt of notice from Landlord and Tenant agrees that any such payments made by an assignee or sublessee to Landlord shall, to the extent of the payments so made be a full and complete release and discharge of rent owed to Tenant by such assignee or sublessee No direct collection by Landlord from any such assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder Receipt by Landlord of rent from any assignee sublessee or occupant of the Premises or any part thereof shall not be deemed a waiver of the above covenant in this Lease against assignment and subletting or a release of Tenant under this Lease In the event that, following an assignment or subletting, this Lease or the rights and obligations of Tenant hereunder are terminated for any reason, including without limitation in connection with an Event of Default by or bankruptcy of Tenant (which, for the purposes of this Section 11 4 shall include all persons or entities claiming by or through Tenant) Landlord may at its sole option, consider this Lease to be thereafter a direct lease to the assignee or subtenant of Tenant upon the terms and conditions contained in this Lease

SECTION 11 5 ASSIGNMENT AND BANKRUPTCY

11 501 Assignments after Bankruptcy If, pursuant to applicable bankruptcy law (as hereinafter defined) Tenant (or its successor in interest hereunder) is permitted to assign this Lease in disregard of the restrictions contained in this Article 11 (or if this Lease shall be assumed by a trustee for such person) the trustee or assignee shall cure any breach or Tenant Event of Default under this Lease and shall provide adequate assurance of future performance by the trustee or assignee including (1) of the source of payment of Basic Annual Rent and performance of other obligations under this Lease (for which adequate assurance shall mean the deposit of cash security with Landlord in an amount equal to the sum of one (1) year's Basic Annual Rent, Additional Rent and other Rent then reserved hereunder for the calendar year preceding the year in which such assignment is intended to become effective which deposit

shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed) and that any such assignee of this Lease shall have a net worth exclusive of good will, computed in accordance with the generally accepted accounting principles, equal to at least ten (10) times the aggregate of the Basic Annual Rent reserved hereunder and (2) that the use of the Premises shall be in accordance with the requirements of Article 3 hereof and, further shall in no way diminish the reputation of the Building as a first-class office building or impose any additional burden upon the Building or increase the services to be provided by Landlord. If all breaches and Events of Default by Tenant are not cured and such adequate assurance is not provided within sixty (60) days after there has been an order for relief under applicable bankruptcy law then this Lease shall be deemed rejected Tenant or any other person in possession shall vacate the Premises and Landlord shall be entitled to retain any Basic Annual Rent, Additional Rent and any other Rent, together with any security deposit previously received from the Tenant, and shall have no further liability to Tenant or any person claiming through Tenant or any trustee

11 502 Bankruptcy of Assignee If Tenant assigns this Lease to any party and such party or its successors or representatives causes termination or rejection of this Lease pursuant to applicable bankruptcy law then, notwithstanding any such termination or rejection Tenant (A) shall remain fully liable for the performance of all covenants, agreements, terms provisions and conditions contained in this Lease, as though the assignment never occurred, unless Landlord has theretofore entered into an agreement fully and completely releasing Tenant from any further obligations under this Lease and (B) shall, without in any way limiting the foregoing in writing ratify the terms of this Lease as same existed immediately prior to the termination or rejection

ARTICLE 12--TRANSFER OF PROPERTY, SUBORDINATION AND ESTOPPEL CERTIFICATES

SECTION 12 1 SALE OF THE PROPERTY In the event of a sale or conveyance by Landlord of the Property the same shall automatically operate to release Landlord from any and all liability under this Lease accruing from and after the date of such sale, and Tenant agrees to attorn to the transferee. Notwithstanding the foregoing, if a Security Deposit has been delivered by Tenant to Landlord and such Security Deposit has not been applied by Landlord pursuant to Article 3 of this Lease, then Landlord shall not be released from liability with respect to the Security Deposit unless Landlord transfers the Security Deposit to the transferee

SECTION 12 2 SUBORDINATION, ATTORNMENT AND NOTICE This Lease is subject and subordinate to (i) any lease wherein Landlord is the tenant and to the liens of any and all mortgages and deeds of trust, regardless of whether such lease mortgage or deed of trust now exists or may hereafter be created with regard to all or any part of the Property (ii) any and all advances (including interest thereon) to be made under any such lease, mortgage or deed of trust and (iii) all modifications consolidations renewals, replacements and extensions of any such lease mortgage or deed of trust provided that the foregoing subordination is conditioned upon and subject to the lessor under any such lease and the holder of any such mortgage or deed of trust delivering to and entering into with Tenant a non disturbance agreement reasonably satisfactory to Tenant (each a **"Non-Disturbance Agreement"**) Tenant also agrees that any lessor mortgagee or trustee may elect (which election shall be revocable) to have this Lease superior to any lease or lien of its mortgage or deed of trust and in the event of such election and upon notification by such lessor mortgagee or trustee to Tenant to that effect this Lease shall be deemed superior to the said lease mortgage or deed of trust whether this Lease is dated prior to or subsequent to the date of said lease mortgage or deed of trust Tenant shall in the event of the sale or assignment of Landlord's interest in the Premises (except in a sale-leaseback financing transaction) or in the event of the termination of any lease in a sale leaseback financing transaction wherein Landlord is the lessee attorn to and recognize such purchaser assignee or mortgagee as Landlord under this Lease provided that the lessor under such lease or the holder of any such mortgage or deed of trust has delivered to and entered into with Tenant a Non Disturbance Agreement Tenant shall in the event of any proceedings brought for the foreclosure of or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises attorn to and recognize purchaser at such sale assignee or mortgagee as the case may be as Landlord under this Lease provided that the lessor under such lease or the holder of any such mortgage or deed of trust has delivered to and entered into with Tenant a Non Disturbance Agreement Provided a Non Disturbance Agreement has been entered into by the parties the above subordination and attornment clauses shall be self-operative and no further instruments of subordination or attornment need be required by any mortgagee, trustee lessor purchaser or assignee In confirmation thereof, Tenant agrees that upon the request of Landlord or any such lessor mortgagee trustee purchaser or assignee Tenant shall execute and deliver a subordination and attornment agreement in form reasonably satisfactory to Tenant

SECTION 12 3 TENANT'S ESTOPPEL CERTIFICATE Tenant shall upon the request of Landlord or any mortgagee of Landlord without additional consideration, deliver an estoppel certificate consisting of reasonable statements required by Landlord any mortgagee or purchaser of any interest in the Property which statements may include but shall not be limited to the following this Lease is in full force and effect, rental has been paid through the date specified in the certificate this Lease has not been modified or amended Landlord is not in default and Landlord has fully performed all of Landlord s obligations hereunder and such other statements as may reasonably be required by the requesting party If Tenant is unable to make any of the statements contained in the estoppel certificate because the same is untrue Tenant shall with specificity state the reason why such statement is untrue Tenant shall, if requested by Landlord or any such mortgagee deliver to Landlord a fully executed instrument in form reasonably satisfactory to Landlord evidencing the agreement of Tenant to the mortgage or other hypothecation by Landlord of the interest of Landlord hereunder In the event Tenant fails to execute and deliver any such certificate or statement within ten (10) days of request therefor Landlord is hereby appointed Tenant's agent and attorney in-fact for the limited purpose of executing and delivering Tenant's estoppel certificate on behalf of Tenant.

ARTICLE 13--DEFAULT

SECTION 13 1 DEFAULTS BY TENANT The occurrence of any of the events described in subsections 13 101 through 13 107 shall constitute an **Event of Default** by Tenant under this Lease

13 101 Failure to Pay Rent. With respect to the first two payments of Rent not made by Tenant when due in any twelve (12) month period the failure by Tenant to make either such payment to Landlord within five (5) business days after Tenant receives written notice specifying that the payment was not made when due With respect to any other payment of Rent the failure by Tenant to make such payment of Rent to Landlord when due no notice of any such failure being required

13 102 Failure to Perform. Except for a failure covered by subsection 13 101 above or 13 103 below any failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice to Tenant, provided that if such failure cannot be cured within said thirty (30) day period Tenant shall not be in default

hereunder so long as Tenant commences curative action within such thirty (30) day period diligently and continuously pursues the curative action and fully and completely cures the failure within sixty (60) days after such written notice to Tenant.

13 103 Continual Failure to Perform. The fourth failure by Tenant in any twelve (12) month period to perform and observe a particular provision of this Lease to be observed or performed by Tenant (other than the failure to pay Rent, which in all instances will be covered by subsection 13 101 above) no notice being required for any such fourth failure

13 104 Bankruptcy, Insolvency, Etc Tenant (i) cannot meet its obligations as they become due (ii) becomes or is declared insolvent according to any law (iii) makes a transfer in fraud of creditors according to any applicable law (iv) assigns or conveys all or a substantial portion of its property for the benefit or creditors or (v) Tenant files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency bankruptcy or similar law (collectively **"applicable bankruptcy law"**) a receiver or trustee is appointed for Tenant or its property, the interest of Tenant under this Lease is levied on under execution or under other legal process; any involuntary petition is filed against Tenant under applicable bankruptcy law; or any action is taken to reorganize or modify Tenant's capital structure if either Tenant be a corporation or other entity (provided that no such levy execution, legal process or petition filed against Tenant shall constitute a breach of this Lease if Tenant shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within ninety (90) days from the date of its creation, service or filing)

13 105 Vacation Tenant vacates all or substantially all of the Premises for ten (10) consecutive days or more and, at any time during such period Tenant is in breach of its obligation to pay Rent as and when due under this Lease (AS OPPOSED TO BEING IN FORMAL DEFAULT UNDER SUBSECTION 13 101) and such breach continues for a period of two business days after Landlord delivers written notice to Tenant. For purposes of this subsection, Tenant will be deemed to have vacated the Premises even if Tenant's furniture fixtures and/or equipment remain in the Premises if Tenant is not actively conducting its business within the Premises (for example all or substantially all of Tenant's personnel who had been working within the Premises are not then working within the Premises)

13 106 Loss of Right to do Business If Tenant is a corporation or limited partnership Tenant fails to maintain its right to do business in the State of Texas or fails to pay any applicable annual franchise taxes as and when same become finally due and payable

13 107 Dissolution or Liquidation. If Tenant is a corporation or partnership Tenant dissolves or liquidates or otherwise fails to maintain its corporate or partnership structure as applicable except as is expressly permitted by Section 11 3

SECTION 13 2 REMEDIES OF LANDLORD

13 201 Termination of the Lease Upon the occurrence of an Event of Default by Tenant, Landlord may without judicial process terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and, without further notice and without liability repossess the Premises Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise including without limitation, the following (without duplication of any element of damages)

(a) accrued Rent to the date of termination and Late Charges together with interest at the Interest Rate but only to the extent such interest is payable under Section 15 10 below the unamortized cost of Tenant's Improvements brokers' fees and commissions, attorneys' fees moving allowances and any other out-of-pocket costs incurred by Landlord in connection with making or executing this Lease the cost of recovering the Premises and the out-of-pocket costs of reletting the Premises (including, without limitation, advertising costs brokerage fees leasing commissions reasonable attorneys fees and refurbishing costs and other costs in readying the Premises for a new tenant)

(b) the present value of the Rent (discounted at a rate of interest equal to six percent [6%] per annum [the **"Discount Rate"**]) that would have accrued under this Lease for the balance of the Lease term but for such termination, reduced by the reasonable fair market rental value of the Premises for such balance of the Lease term (determined from the present value of the actual Basic Rents discounted at the Discount Rate received and to be received from Landlord's reletting of the Premises or if the Premises are not relet, the Basic Rents discounted at the Discount Rate that would be received from a comparable lease and comparable tenant for a comparable term and taking into account among other things the condition of the Premises market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re lease the same to a suitable replacement tenant, it being agreed that Landlord shall have no obligation to relet or attempt to relet the Premises)

(c) plus any other costs or amounts necessary to compensate Landlord for its actual damages

13 202 Repossession and Re-Entry Upon the occurrence of a Event of Default by Tenant hereunder Landlord may without judicial process immediately terminate Tenant's right of possession of the Premises but not terminate this Lease and, without notice demand or liability enter upon the Premises or any part thereof take absolute possession of the same expel or remove Tenant and any other person or entity who may be occupying the Premises and change the locks If Landlord terminates Tenant s possession of the Premises under this subsection 13 202 (i) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Premises, (ii) Tenant shall have no further right to possession of the Premises and (iii) Landlord shall have no obligation whatsoever to relet or attempt to relet the Premises Landlord may however at its sole option relet the Premises or any part thereof for such terms and such rents as Landlord may in its sole discretion elect. If Landlord elects to relet the Premises rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate) second, to the payment of any out-of-pocket [illegible] for such reletting, including without limitation refurbishing costs reasonable attorneys' fees advertising costs brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Landlord shall designate) and Tenant shall satisfy and pay to Landlord any deficiency within thirty (30) days after demand therefor Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting No such re entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subsection 13 201 above If Landlord relets the

Premises either before or after the termination of this Lease all such rentals received from such lease shall be and remain the exclusive property of Landlord and Tenant shall not be, at any time, entitled to recover any such rental. Landlord may at any time after a reletting elect to terminate this Lease

13 203 Cure of Default. Upon the occurrence of an Event of Default hereunder by Tenant, Landlord may, without judicial process and without having any liability therefor enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord within thirty (30) days after demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, **UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD**

13 204 Continuing Obligations No repossession of or re-entering upon the Premises or any part thereof pursuant to subsection 13 202 or 13 203 above or otherwise and no reletting of the Premises or any part thereof pursuant to subsection 13 202 above shall relieve Tenant of its liabilities and obligations hereunder all of which shall survive such repossession or re-entering In the event of any such repossession of or re-entering upon the Premises or any part thereof by reason of the occurrence of an Event of Default, Tenant will continue to pay to Landlord Rent required to be paid by Tenant.

13 205 Cumulative Remedies No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Landlord shall be entitled, to the extent permitted by applicable law to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants agreements conditions or provisions of this Lease or to a decree compelling performance of any of the covenants agreements conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity

SECTION 13 3 DEFAULTS BY LANDLORD Landlord shall be in default under this Lease if and only if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after Tenant delivers written notice thereof to Landlord (to each of the addresses required by this Section) and each mortgagee who has a lien against any portion of the Property and whose name and address has been provided to Tenant, provided that if such failure cannot reasonably be cured within said thirty (30) day period Landlord shall not be in default hereunder if the curative action is commenced within said thirty (30) day period and is thereafter diligently pursued until cured. Any notice of a failure to perform by Landlord shall be sent to Landlord at the addresses and to the attention of the parties set forth in the Basic Lease Provisions Any notice of a failure to perform by Landlord not sent to Landlord at all addresses and/or to the attention of all parties required under this Section and to each mortgagee who is entitled to notice or not sent in compliance with Article 14 below shall be of no force or effect.

SECTION 13 4 LANDLORD S LIABILITY

13 401 Tenant s Rights in Respect of Landlord Default. Tenant is granted no contractual right of termination by this Lease except to the extent and only to the extent clearly and expressly set forth in this Lease The liability of Landlord to Tenant for any breach or default under this Lease shall be limited to the interest of Landlord in the Property and Landlord shall not be personally liability for any deficiency If Landlord is found to be in default hereunder by reason of its failure to give a consent that it is required to give hereunder Tenant's sole remedy will be an action for specific performance or injunction The foregoing sentence shall in no event be construed as mandatorily requiring Landlord to give consents under this Lease In no event shall Landlord be liable to Tenant for consequential or special damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Property as hereinbefore expressly provided.

13 402 *CERTAIN LIMITATIONS ON LANDLORD'S LIABILITY* **UNLESS COVERED BY SUBSECTION 7.502 ABOVE OR CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND WITHOUT LIMITING THE PROVISIONS OF SECTION 7 4, LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY CLAIMS, ACTIONS, DEMANDS, COSTS, EXPENSES, DAMAGE OR LIABILITY OF ANY KIND** (i) arising out of the use occupancy or enjoyment of the Premises by Tenant or any person therein or holding under Tenant or by or through the acts or omissions of any of their respective employees, officers agents invitees or contractors (ii) caused by or arising out of fire explosion, falling sheetrock gas, electricity or water in any part of the Premises, (iii) caused by or arising out of damage to the roof pipes appliances or plumbing works or any damage to or malfunction of heating, ventilation or air conditioning equipment, or (iv) caused by tenants or any persons either in the Premises or elsewhere in the Building (other than Common Areas) or by occupants of property adjacent to the Building or Common Areas or by the public or by the construction of any private public or quasi-public work. In no event shall Landlord be liable to Tenant for any loss of or damage to property of Tenant or of others located in the Premises the Building or any other part of the Property by reason of theft or burglary

SECTION 13 5 *INTENTIONALLY DELETED*

SECTION 13 6 LANDLORD'S LIEN Tenant grants to Landlord an express contract lien on and security interest in and to all goods equipment, furnishings fixtures furniture chattels and personal property of whatever nature owned by Tenant attached or affixed to or used in and about the Premises on the date of this Lease or at any time after the date of this Lease or otherwise located in the Premises and all renewals or replacements or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to the Premises and intended to be installed in the Premises and all security deposits and advance rentals under lease agreements on the date of this Lease or at any time after the date of this Lease covering or affecting the Premises and held by or for the benefit of Tenant and all proceeds of the foregoing (including by way of illustration, but not limitation, proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property) (such "property is herein called the **Secured Property** ") On the date this Lease is executed Tenant shall execute and deliver to Landlord two multiple originals of a financing statement in form sufficient to perfect the security interest granted hereunder A carbon, photographic or other reproduction of this Lease is sufficient and may be filed as a financing statement Landlord shall have all the rights and remedies of a secured party under the Texas Business and Commerce Code and this lien and security interest may be foreclosed by process of law The requirement of reasonable notice prior to any sale under Article 9 of the Texas Business and Commerce Code shall be met if such notice is given in the manner prescribed herein at least ten (10) days before the day of sale Any sale made pursuant to the

provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Premises after the time place and method of sale and a general description of the types of property to be sold have been advertised for ten (10) consecutive days prior to the date of sale in a daily newspaper published in the county in Texas where the Building is located. Notwithstanding any provision herein to the contrary Landlord hereby subordinates its lien and security interest in the Secured Property to (i) the lien and/or security interest granted by Tenant to its primary corporate lender (ii) the lien and security interest of any lender providing the purchase money for all or a part of the Secured Property, and (iii) to the liens and security interests granted against the Secured Property prior to the date hereof and perfected through financing statements filed with the Secretary of the State of Texas prior to the date of this Lease Upon request of Tenant Landlord will enter into one or more written subordination agreements reasonably acceptable to Landlord expressly subordinating its lien and security interest as required hereby

ARTICLE 14--NOTICES

Any notice or communication required or permitted in this Lease shall be given in writing, sent by (a) personal delivery (b) expedited delivery service with proof of delivery, (c) United States mail postage prepaid, registered or certified mail, return receipt requested or (d) prepaid telegram (provided that such telegram is confirmed by expedited delivery service or by mail in the manner previously described) addressed as provided in Item 15 of the Basic Lease Provisions and Section 13 3 above or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith. Notice also may be given by telex or fax, provided each such transmission is confirmed (and such confirmation is supported by documented evidence) as received and further provided a telex or fax number as the case may be is set forth in Item 15 of the Basic Lease Provisions Any such notice or communication shall be deemed to have been given either at the time of personal delivery or in the case of delivery service or mail as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telegram or telex or fax, upon receipt

ARTICLE 15--MISCELLANEOUS PROVISIONS

SECTION 15 1 BUILDING NAME AND ADDRESS Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises and in no event shall Tenant acquire any rights in or to such names. Landlord shall have the right at any time to change the name number or designation by which the Building is known provided however if any of Tenant s stationery or business cards include the name of the Building, Landlord will reimburse Tenant up to $5 000 for actual out-of-pocket costs incurred by Tenant to modify such stationery and/or business cards and to order and distribute relocation announcements Landlord will pay the required amount to Tenant within thirty (30) days after receiving an invoice therefor and such other evidence as Landlord reasonably requires.

SECTION 15 2 SIGNAGE

15 201 General Limitation on Signage Tenant shall not inscribe paint, affix or display any signs advertisements or notices on or in the Building or any other portion of the Property except for (i) such tenant identification information as Landlord permits to be included or shown on the directory in the main lobby and adjacent to the access door or doors to the Premises and (ii) signage permitted under subsections 15 202 and 15 203

15 202 Monument Signage

(a) Tenant may at Tenant s sole cost and expense (but subject to reimbursement from the Finish Allowance) erect a monument sign on the general area of the northwest corner of the property (**Tenant's Monument Sign**) at the intersection of the northbound Central Expressway frontage road and Blackwell Street, subject to the following conditions (i) the exact location of Tenant s Monument Sign shall be mutually acceptable to Landlord and Tenant and shall be agreed upon within sixty (60) days after the date of this Lease (ii) the monument sign shall comply with all applicable laws ordinances rules and regulations (iii) Tenant s Monument Sign shall be black marble and shall include only the name of Tenant and its logo both of which shall be done with chrome and shall be generally consistent with Landlord s monument signage at the main entry of the Building, (iv) subject to clause (iii), Landlord shall have the right to approve the design and scheme of Tenant s Monument Sign, and (v) Tenant shall remove Tenant s Monument Sign at such time as this Lease expires with respect to the inital Premises Landlord shall not construct another monument sign that would materially obscure the visibility of Tenant s Monument Sign when approaching the Building from south to north on the north bound Central Expressway frontage road The parties agrees that a momentary inability to see the sign when so approaching the Building shall not be deemed to materially obscure Tenant s Monument Sign. Notwithstanding the foregoing provisions Tenant s Monument Sign may be illuminated and as large in square footage area as is permitted under the City of Dallas ordinances (without obtaining a variance to such ordinances)

(b) If Tenant leases four (4) out of five (5) of the floors included in the Expansion Space (as defined in Rider 3 attached hereto) then Tenant shall have the right to locate its name and logo (done in chrome) below Southwest Securities on the existing monument sign located on the circular drive at the main entrance of the Building. Tenant s name and logo may be equal, but not larger in size to the pylon which identifies Southwest Securities

15 203 Building Signage In the event that (i) The Richards Group a current tenant of the Building, right to signage terminates or otherwise expires and The Richards Group sign is removed from the top of the Building (such signage the **"Richards Group Signage"** and the date on which both such conditions are satisfied is herein referred to as the **Richards' Signage Termination Date** ") and (ii) on the Richards Signage Termination Date (1) the Premises are larger than any other premises leased to another tenant of the Building, (2) Tenant occupies all of the Premises and (3) the Net Rentable Area of the Premises is greater than the Net Rentable Area of the Qualified Vacant Floors (hereinafter defined) in the Building (**Tenant's Signage Conditions**) then Tenant shall have the right to construct signage on the top of the Building, and further subject to the following conditions

(a) Tenant shall pay or cause to be paid the cost of removing and disposing of the Richards Group Signage

(b) Tenant s sign shall display only the name Excel and its logo

(c) Tenant s sign shall comply with all applicable laws rules and regulations of each applicable governmental entity

(d) Landlord shall have the right to approve the design location and installation of Tenant s sign, it being understood that such signage shall not, in Landlord s reasonable opinion, negatively impact the overall aesthetics of the Building. Tenant will bear the entire cost to install use operate maintain, repair replace and remove the sign (including any mounting devices)

(e) Tenant shall repair any damage to the Building caused by the installation, use repair maintenance or removal of Tenant s sign, provided that the costs to install the sign may be funded from the Finish Allowance (as defined in Exhibit D attached hereto)

(f) Tenant shall indemnify and hold harmless Landlord from and against any and all loss claim liability damage and expense (including reasonable attorneys' fees) incurred by or asserted against Landlord and arising out of or related to the installation operation, maintenance use repair or removal of Tenant s sign and/or the removal or disposal of The Richards Group Signage pursuant to this subsection. Notwithstanding the preceding indemnity obligation, if Tenant successfully defends any cause of action brought against Tenant in connection with its obligations under this Section, Tenant shall not be responsible for the attorneys fees incurred by Landlord in connection with such cause of action, and

(h) if Tenant installs a sign on top of the Building pursuant to this subsection, (A) Tenant shall remove its Building sign upon the earliest to occur of (i) the expiration or earlier termination of this Lease or Landlord's exercise of its remedies under Section 13 2 above, and (ii) upon the request of Landlord at any time after the date that Tenant occupies or the Premises consist, of less than 145,543 square feet of Rentable Area and (B) Landlord shall have the right, at no cost to Tenant to either remove Tenant's Monument Sign or use such monument sign to display names and/or logos of other tenants

Qualified Vacant Floors shall mean contiguous vacant floors of the Building and vacant floors of the Building that are separated from another vacant floor of the Building by no more than three (3) occupied floors Tenant s rights under this Section 15.203 shall terminate and be of no further force or effect upon the occurrence of either of the following (i) the last day of the 30th Lease Month or (ii) if Tenant fails to elect to commence the erection of a sign on the top of the Building within thirty (30) days after all of Tenant s Signage Conditions are satisfied.

15 204 Waiver of Richards Group Signage Rights Landlord understands that Tenant may attempt to obtain The Richards Group right to release its right to locate signage on the Building In the event that (i) Tenant obtains such waiver from The Richards Group and (ii) the Richards Group enters into an amendment to its lease pursuant to which the Richards Groups terminates and waives any and all rights to have any signs on any portion of the Building, Tenant shall have the right to install its sign on top of the Building subject to and in strict accordance with the provisions of Section 15 203 above

SECTION 15 3 NO WAIVER. No waiver by Landlord or by Tenant of any provision of this Lease shall be deemed to be a waiver by either party of any other provision of this Lease. No waiver by Landlord of any breach by Tenant shall be deemed a waiver of any subsequent breach by Tenant of the same or any other provision. No waiver by Tenant of any breach by Landlord shall be deemed a waiver of any subsequent breach by Landlord of the same or any other provision. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future Landlord s consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. Tenant's consent to or approval of any act by Landlord requiring Tenant's consent or approval shall not be deemed to render unnecessary the obtaining of Tenant s consent to or approval of any subsequent act of Landlord. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises unless done in writing signed by Landlord The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of this Lease or a surrender of the Premises The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach The payment of Rent by Tenant following a breach of this Lease by Landlord shall not constitute a waiver by Tenant of any such breach or any other breach No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy which may be available to Landlord

SECTION 15 4 APPLICABLE LAW This Lease shall be governed by and construed in accordance with the laws of the State of Texas

SECTION 15 5 COMMON AREAS **"Common Areas"** will mean all areas spaces facilities and equipment (whether or not located within the Building) made available by Landlord for the common and joint use of Landlord, Tenant and others designated by Landlord using or occupying space in the Building, including but not limited to tunnels walkways sidewalks and driveways necessary for access to the Building Building lobbies, landscaped areas, public corridors, public rest rooms, Building stairs elevators open to the public service elevators (provided that such service elevators shall be available only for tenants of the Building and others designated by Landlord) drinking fountains and any such other areas and facilities, if any as are designated by Landlord from time to time as Common Areas Common Areas shall not include the Parking Garage. **"Service Corridors"** shall mean all loading docks loading areas and all corridors that are not open to the public but which are available for use by Tenant and others designated by Landlord. **"Service Areas"** will refer to areas spaces facilities and equipment serving the Building (whether or not located within the Building) but to which Tenant and other occupants of the Building will not have access including, but not limited to mechanical, telephone electrical and similar rooms and air and water refrigeration equipment Tenant is hereby granted a nonexclusive right to use the Common Areas and Service Corridors during the term of this Lease for their intended purposes in common with others designated by Landlord, subject to the terms and conditions of this Lease including, without limitation, the Rules and Regulations The Building, Common Areas, Service Corridors and Service Areas will be at all times under the exclusive control management and operation of the Landlord Tenant agrees and acknowledges that the Premises (whether consisting of less than one floor or consisting of one or more full floors within the Building) do not include and Landlord hereby expressly reserves for its sole and exclusive use any and all mechanical, electrical telephone and similar rooms, janitor closets elevator pipe and other vertical shafts and ducts flues stairwells any area above the acoustical ceiling and any other areas not specifically shown on Exhibit A as being part of the Premises Notwithstanding the foregoing, in order to accommodate the installation of cabling within the Premises, Landlord will allow Tenant to use (i) a portion of Building shafts and flues equal to Tenant s Pro Rata Share Percentage and (ii) the above ceiling areas of each floor of the Premises, provided that all such cabling shall be regarded Installations and accordingly Tenant shall comply with the provisions regarding Installations

SECTION 15 6 SUCCESSORS AND ASSIGNS Subject to Article 11 hereof all of the covenants conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs personal representatives successors and assigns

SECTION 15 7 BROKERS Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease excepting only the broker named in Item 11 of the Basic Lease Provisions and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Lease Tenant agrees to indemnify and hold harmless Landlord from and against, and to reimburse Landlord for and with respect to any liability or claim, whether meritorious or not, arising in respect to brokers and/or agents not so named and who claim by through, or under Tenant. Landlord has agreed to pay the fees of the broker (but only the broker) named in Item 11 of the Basic Lease Provisions to the extent that Landlord has agreed to do so pursuant to a written agreement with such broker Landlord agrees to indemnify and hold harmless Landlord from and against, and to reimburse Tenant for and with respect to any liability or claim, whether meritorious or not, arising in respect to Duggan Realty Advisors and brokers and/or agents who claim by through or under Landlord.

SECTION 15 8 SEVERABILITY If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law

SECTION 15 9 EXAMINATION OF LEASE Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease This Lease will be effective as a lease or otherwise only upon execution by and delivery to both Landlord and Tenant.

SECTION 15 10 INTEREST Any amount which is due from Tenant to Landlord or from Landlord to Tenant within a specified number of days after demand or a specified number of days after receipt of an invoice shall bear interest at the Interest Rate from the date payment is due until the date such amount is paid. Any installment of Basic Monthly Rent and any installment of estimated Additional Rent not paid within thirty (30) days after the date due shall bear interest at the Interest Rate from such 30th day to and the date such amounts are paid. If no specific date of payment is required under this Lease as to a particular sum, then such amount shall be deemed payable within thirty (30) days after the date of demand. The **Interest Rate"** shall be the lower of (i) fifteen percent (15%) per annum or (ii) the highest rate from time to time allowed by applicable law

SECTION 15 11 TIME. Time is of the essence in this Lease and in each and all of the provisions hereof Whenever a period of days is specified in this Lease such period shall refer to calendar days unless otherwise expressly stated in this Lease

SECTION 15 12 DEFINED TERMS AND MARGINAL HEADINGS The words "Landlord and Tenant as used herein shall include the plural as well as singular If more than one person is named as Tenant, the obligations of such persons are joint and several The headings and titles to the articles sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease

SECTION 15 13 AUTHORITY Tenant represents to Landlord as follows Tenant is a corporation, is duly incorporated and legally existing under the laws of the state of its incorporation and is duly qualified to do business in the State of Texas Tenant has all requisite power and all governmental certificates of authority licenses permits qualifications and other documentation to lease the Premises and to carry on its business as now conducted and as contemplated to be conducted and each person signing on behalf of Tenant is authorized to do so Landlord represents to Tenant as follows Landlord is a corporation, is duly incorporated and legally existing under the laws of the state of its incorporation and is duly qualified to do business in the State of Texas Landlord has all requisite power and all governmental certificates of authority licenses permits, qualifications and other documentation to lease the Premises to Tenant and to perform its obligations under this Lease and each person signing on behalf of Landlord is authorized to do so

SECTION 15 14 FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant the party taking the action shall not be liable or responsible for and there shall be excluded from the computation for any such period of time any delays due to strikes riots acts of God, shortages of labor or materials, war governmental laws regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party (each of the foregoing is herein referred to as an **"event of force majeure"** or **"force majeure"**) provided, however in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease including Tenant's obligation to pay Basic Annual Rent, Additional Rent or any other amount payable to Landlord hereunder

SECTION 15 15 RECORDING This Lease shall not be recorded However Landlord shall have the right to record a short form or memorandum hereof, at Landlord s expense at any time during the term hereof and, if requested, Tenant agrees (without charge to Landlord) to join in the execution thereof

SECTION 15 16 NO REPRESENTATIONS Landlord and Landlord's agents have made no warranties representations or promises (express or implied) with respect to the Premises the Building or any other part of the Property (including without limitation, the condition use or suitability of the Premises the Building or the Property) except as herein expressly set forth and no rights easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease

SECTION 15 17 ATTORNEYS FEES In the event of any legal action or proceeding brought by either party against the other arising out of this Lease the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding

SECTION 15 18 NO LIGHT AIR OR VIEW EASEMENT Any diminution or shutting off of light, air or view by any structure which may be erected on the Property or lands adjacent to the Property shall in no way affect this Lease or impose any liability on Landlord (even if Landlord is the adjacent land owner)

SECTION 15 19 RELOCATION Upon 120 days advance written notice to Tenant (the Relocation Notice") Landlord shall have the right to relocate that portion of the Premises located on a multi-tenant floor to other space in the Building provided such other space is equal in size to or larger in size than the portion of the Premises from which Tenant will be relocated (any such portion of the Premises from which

Tenant is relocated is herein referred to as "Relocated Portion of the Premises" and the premises to which Tenant is relocated is herein referred to as the "Substitute Premises") Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and construction of improvements (including rewiring of computer and telecommunications equipment) substantially similar to Tenant's Improvements within the Relocated Portion of the Premises and other improvements installed within the Relocated Portion of the Premises with the written consent of Landlord and prior to the date of the Relocation Notice, subject to the condition that Landlord shall have the right to use all or any of such Tenant's Improvements and such other improvements in connection with the construction of the improvements in the Substitute Premises In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions except that Exhibit B shall be amended to reflect the deletion of the Relocated Portion of the Premises and the addition of the Substitute Premises Notwithstanding the fact that the Rentable Area of the Substitute Premises may be greater than the Rentable Area of the Relocated Portion of the Premises the Rentable Area of the Substitute Premises shall be deemed to be equal to the Rentable Area of the Relocated Portion of the Premises

SECTION 15 20 SURVIVAL OF INDEMNITIES Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease

SECTION 15 21 ENTIRE AGREEMENT This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest

IN WITNESS WHEREOF the parties hereto have executed and delivered this Lease as of the date first written in this Lease

LANDLORD

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

BY Cigna Investments Inc its duly authorized agent

By _____
Name THOMAS M. SMITH
Title MANAGING DIRECTOR

TENANT

EXCEL TELECOMMUNICATIONS INC a Texas corporation

By _____
Name _____
Title CEO

RIDER 1

RENEWAL OPTION

This Rider is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st, 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

1 If, and only if on the Expiration Date and the date Tenant notifies Landlord of its intention to renew the term of this Lease (as provided below) (i) no Event of Default by Tenant exists under this Lease (ii) Tenant then occupies and the Premises then consist of at least all the original Premises and (iii) this Lease is in full force and effect, then Tenant, but not any assignee (other than an Affiliate) or subtenant of Tenant (other than an Affiliate), shall have and may exercise an option to renew this Lease for one (1) additional term of five (5) years (the **"Renewal Term"**) upon the same terms and conditions contained in this Lease (such option, the **Renewal Option"**), with the exceptions that (x) this Lease shall not be further available for renewal and (y) the rental for the Renewal Term shall be the **"Fair Market Rent"** The Fair Market Rent is hereby defined to mean the then prevailing rents (including, without limitation, rents similar to the Basic Annual Rent and Additional Rent and, if then applicable parking rents) payable by tenants in the Building or Comparable Buildings for Comparable Premises leased for a renewal term approximately equal to the Renewal Term A **Comparable Building** is a building which is comparable to the Building with regard to prestige quality amenities and size and the location of which is comparable to the Building s location with regard to prestige, amenities, and utility **"Comparable Premises** shall mean premises (i) located in the Building or a Comparable Building and (ii) which are comparable to the Premises with regard to condition, quality and utility The Fair Market Rent will take into consideration, and Tenant shall be entitled to the tenant inducements offered in the transactions considered by Landlord in determining the Fair Market Rent.

2 Exercise of Renewal Option. If Tenant desires to renew this Lease, Tenant must notify Landlord in writing of its intention to renew on or before the date which is at least nine (9) months but no more than twelve (12) months prior to the Expiration Date Landlord shall within the next thirty (30) days, notify Tenant in writing of Landlord's determination of the Fair Market Rent(**"Landlord's Initial Determination of the Fair Market Rent"**) Within fifteen (15) days following receipt of Landlord's Initial Determination of the Fair Market Rent (the **"Initial Fifteen Day Period "**) Tenant shall notify Landlord in writing of whether (i) Tenant accepts Landlord s Initial Determination of the Fair Market Rent, in which event Tenant shall be deemed to have elected to exercise the applicable Renewal Option and this Lease shall be extended for the applicable Renewal Term for a Fair Market Rent equal to Landlord s Initial Determination of the Fair Market Rent, (ii) Tenant rejects Landlord's Initial Determination of the Fair Market Rent, in which event Tenant shall be deemed not to have elected to exercise the applicable Renewal Option, this Lease shall end on the then existing expiration date, Tenant shall have no further rights to renew this Lease and Landlord shall have no further obligation or liability under this Rider 1 or (iii) Tenant rejects Landlord s Initial Determination of the Fair Market Rent, but requests that Landlord negotiate with Tenant in an attempt to agree upon the Fair Market Rent within the fifteen (15) day period following the Initial Fifteen Day Period (such second 15-day period, the **"Second 15-Day Period "**) If Tenant elects option (iii) and Landlord and Tenant fail to agree upon the Fair Market Rent within the Second 15-Day Period, then Tenant shall within five (5) days after expiration of the Second 15-Day Period, notify Landlord in writing of whether (A) Tenant elects not to exercise the applicable Renewal Option, in which event this Lease shall end on the then existing expiration date Tenant shall have no further rights to renew this Lease and Landlord shall have no further obligation or liability under this Rider 1 or (B) Tenant irrevocably elects to exercise the applicable Renewal Option, in which event the term of this Lease shall be extended for the applicable Renewal Term, Tenant s written notice shall be deemed to be a Demand for Arbitration and the Fair Market Rent shall be determined in accordance with the arbitration provisions set forth in Section 3 of this Rider (such notice an **"Election Notice"** and an Election Notice in which Tenant irrevocably elects to exercise the applicable Renewal Option a **Demand for Arbitration**) If Tenant fails to send and Election Notice with such 5-day period, Tenant shall be deemed to have elected not to exercise the Renewal Option.

3 Determination of Fair Market Rent. If and only if Tenant timely delivers to Landlord a Demand for Arbitration, the Fair Market Rent will be determined in accordance with the provisions of this Section 3

(a) Within thirty (30) days after Landlord's receipt of a Demand for Arbitration, each of Landlord and Tenant, by written notice to the other shall appoint a broker (the two brokers so appointed being herein collectively called the **Initial Brokers"**) each of whom shall be a licensed real estate broker in Texas and shall have at least seven (7) years brokerage experience with respect to commercial and office rental properties in Dallas, Texas and shall not have a conflict of interest (the **"Required Qualifications"**) If either Landlord or Tenant fails to appoint timely an Initial Broker within such fifteen (15) day period, then the party which timely appointed an Initial Broker may notify the other party of such failure and if in such event, the other party does not, within a period of ten (10) days after its receipt of such notice appoint the second Initial Broker then the Initial Broker who was timely appointed shall independently select and appoint the second Initial Broker (who shall satisfy all Required Qualifications), within fifteen (15) days after the expiration of such ten (10) day period and promptly thereafter the appointing Initial Broker shall give each of Landlord and Tenant the name and address of such second Initial Broker

(b) Within fifteen (15) days after the appointment of both Initial Brokers Landlord and Tenant shall each submit to each of the Initial Brokers, in sealed envelopes a written statement setting forth such party's opinion of the Fair Market Rent (each, a **"Determination of the Fair Market Rent"**) Each Initial Broker shall advise the other and Landlord and Tenant of the date upon which such Initial Broker received Landlord's Determination of the Fair Market Rent and Tenant s Determination of the Fair Market Rent. If both Fair Market Rent Determinations are submitted within such fifteen (15) day period, then the remaining provisions of this Rider shall be followed. If one Determination of Fair Market Rent is submitted, and the other is not submitted, within such fifteen (15) day period, then the Determination of Fair Market Rent timely submitted shall establish the Fair Market Rent. If neither Determination of Fair Market Rent is submitted within such fifteen (15) day period, then the Initial Brokers shall give notice thereof to each of Landlord and Tenant and the foregoing process (with the understanding that the 15-day period will commence with the date Landlord and Tenant are provided notice that neither determination was timely submitted) shall be repeated until such time as both Determinations of Fair Market Rent are timely submitted (in which case the remaining provisions of this Rider shall be followed) or only one Determination of Fair Market Rent is timely submitted (in which case such Determination of the Fair Market Rent shall establish the Fair Market Rent)

(c) Within thirty (30) days after receipt of Landlord's Determination of the Fair Market Rent and Tenant s Determination of the Fair Market Rent the Initial Brokers shall confer and conduct such investigations as are necessary to determine in their respective opinions, the Fair Market Rent. During such period each of Landlord and Tenant may submit to the Initial Brokers

such written evidence in support of its submission as the submitting party deems appropriate, subject, however, to the limitations set forth below in paragraph (g) and (h) below Within ten (10) days after the expiration of such thirty (30) day period, the Initial Brokers shall (i) each independently select Landlord's Determination of the Fair Market Rent or Tenant s Determination of the Fair Market Rent as the more accurate reflection of the Fair Market Rent, (ii) simultaneously exchange their selections, and (iii) each promptly notify Landlord and Tenant of their respective selection in writing. If the Initial Brokers' written selections concur then the Fair Market Rent set forth in the selected Determination of the Fair Market Rent shall be the final determination of the Fair Market Rent and such determination shall be conclusive and binding upon both Landlord and Tenant.

(d) If the Initial Brokers' written selections do not concur then the two Initial Brokers within seven (7) days after the end of such ten (10) day period, shall jointly appoint a mutually agreeable third broker who shall be an impartial real estate broker having the Required Qualifications (herein called the **"Third Broker"**) If the Initial Brokers fail to agree upon and appoint the Third Broker within such seven (7) day period, then either Landlord or Tenant may request that the closest regional office of the American Arbitration Association appoint the Third Broker within twenty (20) days after such request, and both parties shall be bound by any appointment so made within such twenty (20) day period. If the Third Broker shall not have been appointed within such twenty (20) day period, then either Landlord or Tenant may apply to any court having jurisdiction to make such appointment.

(e) The Third Broker shall fairly and impartially choose the Determination of Fair Market Rent which more accurately reflects the Fair Market Rent, in accordance with the terms and provisions hereof. The Third Broker shall conduct such hearings as he/she deems appropriate (or such hearings as either Landlord or Tenant shall request) Within fifteen (15) days after the Third Broker has been appointed, the Third Broker shall select either Landlord's Determination of the Fair Market Rent or Tenant's Determination of the Fair Market Rent as more accurately reflecting the Fair Market Rent, and shall notify Landlord and Tenant of such selection in writing The Fair Market Rent set forth in the Determination of Fair Market Rent selected by the Third Broker shall be the final determination of the Fair Market Basic Rent, and such determination shall be conclusive and binding upon both Landlord and Tenant.

(f) Landlord and Tenant shall each have the right to submit such data and memoranda to all of the brokers in support of their respective positions as they may deem necessary or appropriate provided, however that neither party shall (x) inform any of the Initial Brokers or the Third Broker of the other party's opinion of the Fair Market Rent or (y) present any evidence to any such broker that would have the effect of informing such broker of such opinion

(g) It is expressly understood, and each broker shall acknowledge and agree, that any determination of the Fair Market Rent for any Renewal Term shall be based solely on the definitions of the same as set forth in this Rider The brokers shall not have the power to add to modify or change any such definitions or any other provisions of this Lease and the authority and jurisdiction of the brokers is accordingly limited.

(h) The fees and expenses of the Third Broker shall be borne by the parties equally but each party shall bear the expense of the Initial Broker appointed by it and its attorneys and experts as well as any expenses of presenting its own proof Each party agrees that the fees of a broker shall be limited to a reasonable consulting fee based on the actual hours expended by the broker In no event will the Initial Brokers or Third Party Broker be entitled to a commission in connection with a renewal of the Term under this Rider

(i) The determination of the Fair Market Rent pursuant to the provisions of this paragraph 4 shall be binding on Landlord and Tenant and may be enforced in a court of law

4 If the Fair Market Rent is not determined by the arbitrators by the first day of the Renewal Term, Tenant shall commence paying Basic Annual Rent in respect of the Premises equal to Landlord's Determination of the Fair Market Rent. If the arbitrator's determination of the Fair Market Rent is Tenant's Determination of the Fair Market Rent, (i) the Basic Annual Rent for the Renewal Term shall be Tenant's Determination of the Fair Market Rent, (ii) Tenant shall commence paying Basic Annual Rent equal to Tenant's Determination of the Fair Market Rent and (iii) Landlord shall pay to Tenant an amount equal to (i) the difference between the Basic Annual Rent paid by Tenant from the commencement of the Renewal Term to and including the date the Fair Market Rent is finally determined by the arbitrators minus the Basic Annual Rent that would have been payable by Tenant during such period if the per square foot rate of Basic Annual Rent had been equal to the per square foot rate of the Tenant's Determination of the Fair Market Rent plus (ii) interest that would have accrued on such difference if same had borne annual interest at the rate provided for in Section 15 10 of the Supplemental Lease Provisions from the commencement of the Renewal Term until the date of determination of the agreed upon Fair Market Rent.

RIDER 2

RENEWAL OPTION--EXPANSION SPACE

This Rider is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

1 If, and only if, on the expiration of the term of the applicable Expansion Space and the date Tenant notifies Landlord of its intention to renew the term of this Lease as to such Expansion Space as provided below (i) no Event of Default by Tenant exists under this Lease (ii) Tenant then occupies and the Premises then consist of at least all the Expansion Space that Tenant has leased under this Lease and (iii) this Lease is in full force and effect, then Tenant, but not any assignee or subtenant of Tenant (other than an Affiliate), shall have and may exercise an option to renew this Lease as to the applicable Expansion Space for one (1) additional term of five (5) years (the **"Expansion Renewal Term"**) upon the same terms and conditions contained under this Lease that are applicable to the applicable Expansion Space (such option, the **"Expansion Renewal Option"**) with the exceptions that (x) this Lease shall not be further available for renewal as to the applicable Expansion Space and (y) the rental for the applicable Expansion Space during the applicable Expansion Renewal Term shall be the "Fair Market Rent for the applicable Expansion Space with the understanding that each reference to the Premises in the definition of Comparable Premises shall mean the applicable Expansion Space

2 If Tenant desires to renew this Lease as to the applicable Expansion Space Tenant must notify Landlord in writing of its intention to renew on or before the date which is at least nine (9) months but no more than twelve (12) months prior to the expiration of the term of the applicable Expansion Space Landlord shall, within the next thirty (30) days, notify Tenant in writing of Landlord's determination of the Fair Market Rent and Tenant shall within the next thirty (30) days following receipt of Landlord's determination of the Fair Market Rent, notify Landlord in writing of Tenant's acceptance or rejection of Landlord's determination of the Fair Market Rent. If Tenant timely notifies Landlord of Tenant's acceptance of Landlord's determination of the Fair Market Rent, the term of the applicable Expansion Space shall be extended as provided herein and Landlord and Tenant shall enter into an amendment to this Lease to reflect the extension of the term of the applicable Expansion Space and changes in Rent of the applicable Expansion Space in accordance with this Rider If (x) Tenant timely notifies Landlord in writing of Tenant's rejection of Landlord's determination of the Fair Market Rent or (y) Tenant does not notify Landlord in writing of Tenant's acceptance or rejection of Landlord's determination of the Fair Market Rent within such thirty (30) day period, the term of the applicable Expansion Space shall expire on the last day thereof and Tenant shall have no further rights under this Rider and Landlord shall have no further obligations or liability under this Rider

RIDER 3

TENANT'S RIGHT OF FIRST REFUSAL

This Rider is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

A Prior to leasing any of the useable area on floors 2 3 4 5 or 6 of the Building (collectively the **"Expansion Space"**) to a prospective tenant during the Right of First Refusal Period (hereinafter defined) but subject to the rights of Southwest Securities Inc (SSI) with respect to the Expansion Space under its lease with Landlord dated October 3 1994 (the **"SSI Lease"**) and further subject to the expansion rights of a tenant leasing Expansion Space pursuant to a Permitted Lease (hereinafter defined) Landlord shall deliver to Tenant a written statement (**"Statement"**) setting forth the terms on which Landlord and a bona-fide prospective tenant (who in no event shall be Property Manager or an affiliate of Property Manager) have agreed to enter into a lease with respect to the applicable Expansion Space, including Basic Rent, additional rent, the commencement date, the expiration date, finish and space planning allowances and any renewal and expansion rights, but with the understanding that the Statement shall not permit expansion rights that would allow the prospective tenant to increase the size of its initial premises by more than 50% The **"Right of First Refusal Period"** shall mean the period commencing with the date of this Lease and ending on and including December 31 1996 Notwithstanding any provision or inference herein to the contrary Landlord shall have the right to include in any Statement rights allowing the proposed tenant to expand its premises by up to 50% of the rentable area of initial premises which rights shall be superior to Excel s rights under this Rider and Rider 4

B Tenant shall exercise such right, if at all by delivering to Landlord within five (5) days after Tenant receives the Statement, a written notice stating that Tenant desires to lease all, and not less than all of the applicable Expansion Space upon the terms and conditions set forth in the Statement, modified to conform to the requirements of paragraph D below If Tenant fails to so notify Landlord within such five (5) day period, (i) Tenant shall be deemed to have elected not to lease the applicable Expansion Space and (ii) Landlord shall have the right to lease such space to such prospective tenant upon the same economic terms as are set forth in the Statement and upon substantially the same non-economic terms and conditions as are set forth in the Statement, plus any additional renewal rights as Landlord and the prospective tenant may agree upon (each such lease entered into by Landlord, a **"Permitted Lease"**) If Landlord fails to enter into a Permitted Lease with the prospective tenant within 90 days after the date Tenant elects not to lease the applicable Right of First Refusal Space then Landlord will comply with the terms of this Rider as well and the terms of Rider 4 prior to leasing such space to such prospective tenant or any other tenant. If Landlord enters into a Permitted Lease with the prospective tenant within 90 days after the date Tenant elects not to lease the applicable Expansion Space then Tenant s rights under this Rider and Rider 4 with respect to the Expansion Space covered by the Permitted Lease shall expire and be of no further force or effect.

C Tenant shall lease the applicable Expansion Space upon the terms and conditions set forth in option 1 or 2 set forth below as selected by Landlord in its sole discretion.

OPTION 1

Term	7 years
Basic Annual Rent	$17 75 per square foot of Rentable Area of the applicable Expansion Space
Tenant's Operating Expense Stop	Actual Operating Expenses (grossed up) for the calendar year 1996
Tenant's Real Estate Taxes Stop	Actual Real Estate Taxes for the calendar year 1996
Finish Allowance	$15 00 per square foot of Rentable Area of the applicable Expansion Space
Renewal Rights	Tenant s sole renewal right with respect to the applicable space shall be as set forth in **Rider 2** attached hereto
General Terms and Conditions	Applicable Expansion Space made a part of the Premises and made subject to the terms and conditions of this Lease, with the exceptions set forth above

OPTION 2

Term	7 years notwithstanding any contrary term set forth in the Statement
Basic Annual Rent	As set forth in the Statement, with the exception that if the Basic Annual Rent is increased on a periodic basis the Basic Annual Rent shall be the average Basic Annual Rent payable pursuant to the Statement
Tenant's Operating Expense Stop	As set forth in the Statement
Tenant's Real Estate Taxes Stop	As set forth in the Statement
Finish Allowance	As set forth in the Statement, with the understanding that if the term in the Statement is more than 7 years, then the finish allowance shall be adjusted to be equal to the product of (i) the quotient of the per square foot finish allowance divided by the number of years of the term set forth in the Statement, **multiplied by** (ii) 7
Renewal Rights	Tenant s sole renewal right with respect to the applicable space shall be as set forth in **Rider 2** attached hereto
General Terms and Conditions	Applicable Expansion Space made a part of the Premises and made subject to the terms and conditions of this Lease with the exceptions set forth above and further modified to reflect the other terms and Conditions of the Statement.

D Basic Annual Rent shall commence upon the earlier to occur of (i) applicable Target Completion Date for the applicable Expansion Space (ii) the date the leasehold improvements in the applicable Expansion Space are substantially complete provided that such date of substantial completion shall be adjusted backward by one (1) day for each day of delay in completion caused by Tenant, (iii) Tenant s occupancy of the applicable Expansion Space for the purpose of conducting Tenant s business and (iv) seven (7) days after Tenant substantially furnishes and equips the applicable Expansion Space The **Target Completion Date** for the applicable Expansion Space shall be ninety (90) days after the date Landlord makes the applicable Expansion Space available for construction of leasehold improvements

E Within five (5) days after Tenant elects to lease the applicable Expansion Space Tenant and Landlord will enter into a work letter in mutually agreeable form (and which shall include a construction management fee if provided for in the Statement, and which shall be reimbursable from the finish allowance) Pursuant to the work letter among other things (i) Landlord and Tenant will agree upon a space plan and construction drawings in accordance with a procedure set forth therein and (ii) Landlord shall construct or cause to be constructed improvements in the applicable Expansion Space in substantial accordance with construction plans agreed to by Landlord and Tenant.

F Upon substantial completion of the applicable Expansion Space improvements Landlord and Tenant shall execute an Acceptance of Premises Memorandum in substantially the form of Exhibit E attached to the Lease If Tenant occupies any Expansion Space without executing the Acceptance of Premises Memorandum, Tenant shall be deemed to have accepted such Expansion Space for all purposes

G Tenant shall have no right to occupy any portion of the applicable Expansion Space prior to (i) the Substantial Completion of the leasehold improvements to be constructed in the applicable Expansion Space, (ii) issuance of a certificate of completion or other document or permit issued by the applicable governmental authority authorizing Tenant's occupancy of the applicable Expansion Space and (iii) Landlord's receipt of an Acceptance of Premises Memorandum executed by Tenant and covering the applicable Expansion Space

H. Notwithstanding any provision or inference to the contrary herein contained, Tenant's rights under this Rider shall be subject and subordinate to the provision of the SSI Lease and Landlord shall not be required to offer any Expansion Space to Tenant until SSI has passed leasing such space under the SSI Lease

I Notwithstanding any provision or inference in this Rider to the contrary the Right of First Refusal shall expire and be of no further force or effect on the earlier of (i) the expiration or earlier termination of the initial term of this Lease (ii) an Event of Default by Tenant under this Lease (iii) an assignment of this Lease by Tenant to a party other than an Affiliate of Tenant or (iv)the expiration of the Right of First Refusal Period.

RIDER 4

TENANT'S RIGHT TO OFFER

This Rider is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

A. At any time prior to the expiration of this Rider and subject to the remaining terms and provisions of this Rider Tenant shall have the right to elect to lease all or a part of that portion of the Expansion Space (as defined in Rider 3) which constitutes Available Expansion Space provided that each portion of the Available Expansion Space which Tenant elects to lease shall be (i) in full floor increments (ii) a minimum of one (1) full floor and (iii) at the time of election, the lowest floor or floors (as applicable) of then Available Expansion Space **"Available Expansion Space"** shall be Expansion Space (as defined in Rider 3 to the Lease) other than Expansion Space which, at the time Tenant exercises its Right of Offer, (1) is leased pursuant to this Lease or a Permitted Lease (as defined in Rider 3 attached to this Lease), or (2) is subject to an outstanding letter of intent or (3) is equal to or greater than 80 000 square feet of Rentable Area and is subject to a lease proposal made by Landlord to a bona fide third party tenant (any such Expansion Space segment which is at least 80 000 square feet and which is subject to a lease proposal to a bona-fide third party tenant is herein referred to as **"Marketed Space"**) In no event will Property Manager or any of its affiliates be deemed a bona-fide third party tenant.

B If Tenant desires to lease Expansion Space, Tenant shall deliver written notice to Landlord (each such notice a **Notice of Intent to Lease"**) (i) stating that Tenant desires to lease Expansion Space and (ii) requesting Landlord to provide Tenant with written notice of the then existing Available Expansion Space and Marketed Space Within ten (10) days after receipt of a Notice of Intent to Lease, Landlord shall deliver to Tenant a written notice specifying which floors of Expansion Space then constitute Available Expansion Space and which full floors of Expansion Space then constitute Marketed Space (each such notice a **"Landlord Response"**) In addition, (i) as to any Expansion Space which Landlord excludes from Available Expansion Space on account of a letter of intent, Landlord shall either deliver to Tenant a copy of the letter of intent executed by Landlord and the prospective tenant or in lieu thereof, deliver to Tenant a written statement that any Expansion Space excluded from Available Expansion Space on account of a letter of intent is subject to a letter of intent executed by Landlord and, in Landlord s judgment, a bona-fide third party tenant and (ii) as to any Expansion Space which Landlord excludes from Available Expansion Space on account of it being equal to or greater than 80 000 square feet subject to a proposal, Landlord shall either deliver to Tenant a copy of the proposal submitted to the prospective tenant or, in lieu thereof, deliver to Tenant a written statement that any Expansion Space excluded from Available Expansion Space on account of any such proposal is at least 80 000 feet that is subject to a proposal submitted to, in Landlord s belief, a bona fide third party tenant.

C If Tenant elects to lease one or more full floors of Available Expansion Space identified by Landlord in a Landlord s Response, then Tenant shall deliver written notice of such election to Landlord within five (5) days after receiving Landlord s Response and such notice shall specify the number of full floors of Available Expansion Space that Tenant elects to Lease (each such notice, a **"Notice of Election to Lease"**) Upon Landlord s receipt of such Notice of Election to Lease, Tenant shall be deemed to have irrevocably leased (upon the terms and conditions set forth below) the number of floors of Available Expansion Space set forth in such Notice of Election to Lease with the understanding that the floor or floors as applicable, of Available Expansion Space that Tenant shall be deemed to have leased shall be the lowest level floor or floors as applicable of the Available Expansion Space identified by Landlord in the applicable Landlord s Response

D If Tenant desires to lease one or more full floors of the Marketed Space identified by Landlord in a Landlord s

Response then Tenant shall deliver written notice to Landlord stating Tenant s desire and Landlord shall thereafter have thirty (30) days to complete a letter of intent with respect to such Marketed Space If Landlord enters into a letter of intent covering all or a portion of the Marketed Space within such 30-day period, then the Marketed Space covered by such letter of intent shall be offered to Tenant pursuant to the terms of Rider 3 attached to this Lease If Landlord does not enter into a letter of intent covering all of the Marketed Space within such 30-day period, then Landlord shall deliver to Tenant written notice setting forth the full floors of Marketed Space for which Landlord was unable to secure a letter of intent (each such notice a "**Notice of Available Marketed Space**") Tenant shall have the right to elect to lease any of such full floors of Marketed Space by delivering to Landlord, within ten (10) days after receiving the applicable Notice of Available Marketed Space written notice specifying the number of full floors of such available Marketed Space that Tenant elects to lease (each such notice shall also be deemed a Notice of Election to Lease) Upon Landlord s receipt of such Notice of Election to Lease, Tenant shall be deemed to have irrevocably leased (upon the terms and conditions set forth below) the number of floors of available Marketed Space set forth in Tenant s Notice of Election to Lease, with the understanding that the floor or floors, as applicable of Marketed Space that Tenant shall be deemed to have leased shall be the lowest floor or floors as applicable of the Marketed Space identified by Landlord in the applicable Notice of Available Marketed Space

E. The Available Expansion Space and Marketed Space which Tenant elects to lease shall be upon all terms and conditions of this Lease subject, however to the following exceptions

1 **The Basic Annual Rent shall be $17 75 per square foot of Rentable Area of the applicable space**

2 The term of the lease shall be seven (7) years, which shall commence on the date which Basic Annual Rent begins being payable in respect of the applicable space

3 Basic Annual Rent shall commence upon the earlier to occur of (i) applicable Target Completion Date (ii) the date the leasehold improvements in the applicable space are substantially complete provided that such date of substantial completion shall be adjusted backward by one (1) day for each day of delay in completion caused by Tenant, (iii) Tenant s occupancy of the applicable space for the purpose of conducting Tenant s business and (iv) seven (7) days after Tenant substantially furnishes and equips the applicable space The "**Target Completion Date**" shall be ninety (90) days after the date Landlord makes the applicable space available for construction of leasehold improvements.

4 The Basic Monthly Rent shall be equal to 1/12th of the Basic Annual Rent payable in respect of the applicable space

5 The Operating Expenses Stop and the Real Estate Taxes Stop for the applicable space shall be the same as is applicable to the Premises

6 The finish allowance shall be $15 00 per square foot of Rentable Area of the applicable space

7 The dates for submission of the initial space plan and construction plans shall be agreed to by Landlord and Tenant within five (5) days after Tenant elects to lease the applicable space and shall take into consideration the target rent commencement date for the applicable space

8 Tenant shall have no right to occupy any portion of the applicable space prior to (i) Substantial Completion of the leasehold improvements to be constructed in the applicable space (ii) issuance of a certificate of completion or other document or permit issued by the applicable governmental authority authorizing Tenant's occupancy of the applicable space and (iii) Landlord's receipt of an Acceptance of Premises Memorandum executed by Tenant and covering the applicable space

9 Prior to commencement of construction of leasehold improvements the applicable space shall be delivered to Tenant in its as is condition.

10 Tenant s sole renewal right with respect to the applicable space shall be as set forth in Rider 2 attached hereto

F Within five (5) days after Tenant elects to lease the applicable space Tenant and Landlord will enter into a work letter in mutually agreeable form (and which shall include a construction management fee and which shall be reimbursable from the finish allowance). Pursuant to the work letter Landlord shall construct or cause to be constructed improvements in the applicable space in substantial accordance with construction plans agreed to by Landlord and Tenant.

G Upon substantial completion of the leasehold improvements in the applicable space Landlord and Tenant shall execute an Acceptance of Premises Memorandum in substantially the form of Exhibit E attached to the Lease If Tenant occupies any applicable space without executing the Acceptance of Premises Memorandum, Tenant shall be deemed to have accepted such space for all purposes

H. At such time as Landlord and Tenant enter into a work letter pursuant to Paragraph F above Landlord and Tenant will enter into an amendment to this Lease reflecting (i) the addition of the applicable space to the Premises, (ii) the increase in Basic Annual Rent and Additional Rent payable under this Lease (iii) the increase in Tenant's Building Expense Percentage and (iv) such other amendments as are necessary

I Notwithstanding any provision or inference to the contrary herein contained, Tenant's rights under this Rider shall be subject and subordinate to the provision of the SSI Lease Following receipt of a Notice of Intent to Lease any Available Expansion Space or Marketed Space, Landlord shall have the right to offer to lease the applicable space to SSI prior to leasing such space to Tenant pursuant to this Rider and if SSI exercises its right to lease such Available Expansion Space and/or Marketed Space, as applicable, the applicable Notice of Intent to Lease shall be of no further force or effect and Landlord shall have the right to lease such Available Expansion Space and/or Marketed Space, as applicable to SSI. If Landlord for any reason does not lease such space to SSI, then such space shall again be subject to the terms of this Rider

J Notwithstanding any provision or inference in this Rider to the contrary the Right of Offer and all of Tenant s rights under this Rider shall expire and be of no further force or effect on the earlier of (i) the expiration or earlier termination of the initial term of this Lease, (ii) an Event of Default by Tenant under this Lease (iii) an assignment of this Lease by Tenant to a party other than an Affiliate of Tenant or (iv)December 31 1996

EXHIBIT A

LAND LEGAL DESCRIPTION

This Exhibit is attached to and a part of that certain Lease Agreement dated as of February 1st, 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "**Lease**") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable The following is the legal description of the Land

Being a tract or parcel of land situated in the City of Dallas, Dallas County Texas and being part of Block 5456 and also being part of that tract of land conveyed to W W Caruth, Jr , Trust, and Mattie Caruth Byrd, Trust, by deed recorded October 16 1951 in the Deed Records of Dallas County Texas; and also being part of a tract of land described in a Memorandum of Lease for a term of 99 years to Raymond D Nasher dated June 8, 1970, as recorded in Volume 70110 Page 1280 of the Microfilm Deed Records of Dallas County Texas and being more particularly described as follows

BEGINNING at a point for corner at the intersection of the easterly line of Central Expressway (300 feet wide) and the southeasterly cut-off line between the southerly line of Blackwell Street (60 feet wide) and said easterly line of Central Expressway

THENCE North 63° 48' 43" East along said southeasterly cut-off line a distance of 16 47 feet to an angle point

THENCE South 79° 30 00" East along said southerly line of Blackwell Street a distance of 725 25 feet to a point for corner

THENCE South 10° 30' 00" West along the westerly line of the H & TC Railroad (100 foot right-of way) a distance of 514 46 feet to a point for corner;

THENCE South 89° 25' 00" West along the northerly line of Northwest Highway (80 feet from centerline) a distance of 242 95 feet to an angle point,

THENCE North 64° 43' 23 West a distance of 84 03 feet to an angle point

THENCE North 46° 25' 30 West a distance of 436 18 feet to an angle point

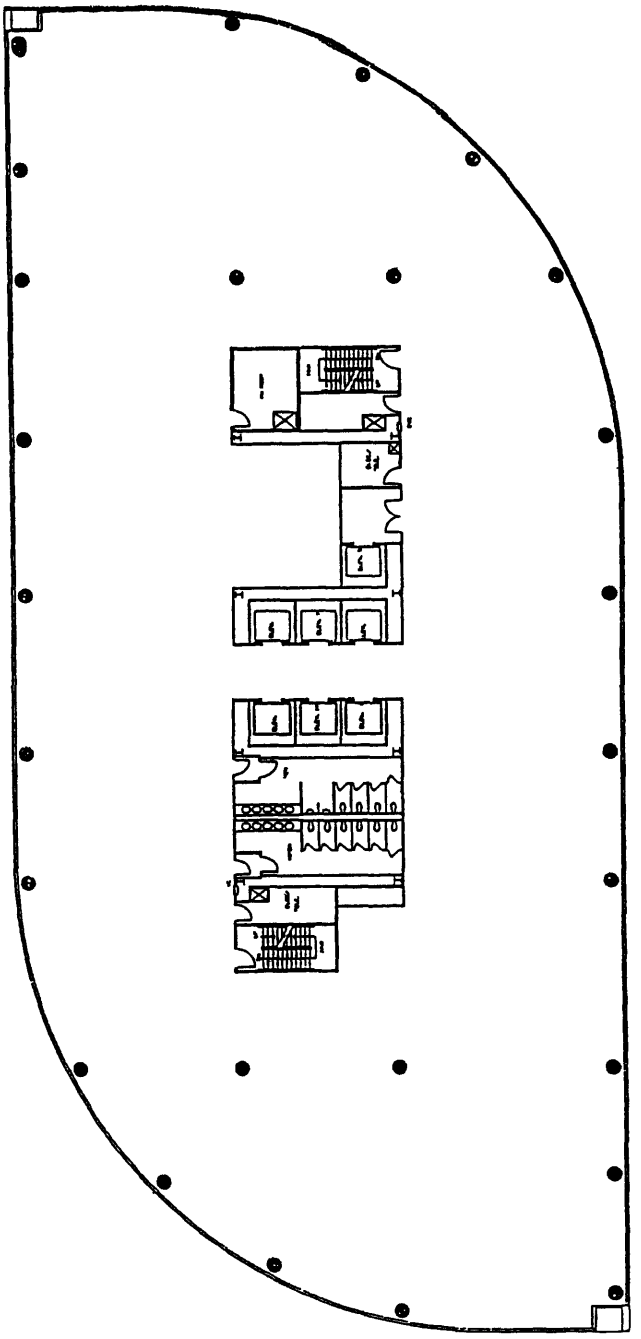
THENCE North 0° 09' 03" East along the easterly line of Central Expressway a distance of 296 68 feet to the POINT OF BEGINNING and containing 334 956 square feet, more or less or 7 6895 acres

EXHIBIT B

FLOOR PLAN

This Exhibit is attached to and a part of that certain Lease Agreement dated as of February 1st, 1996, executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree that the attached Floor Plan is the Floor Plan for the Premises

PREPARER OF LEASE FORM TO ATTACH FLOOR PLAN



FIFTEENTH FLOOR

FULTS REALTY CORPORATION
(214) 750-4684

23 201
24 370

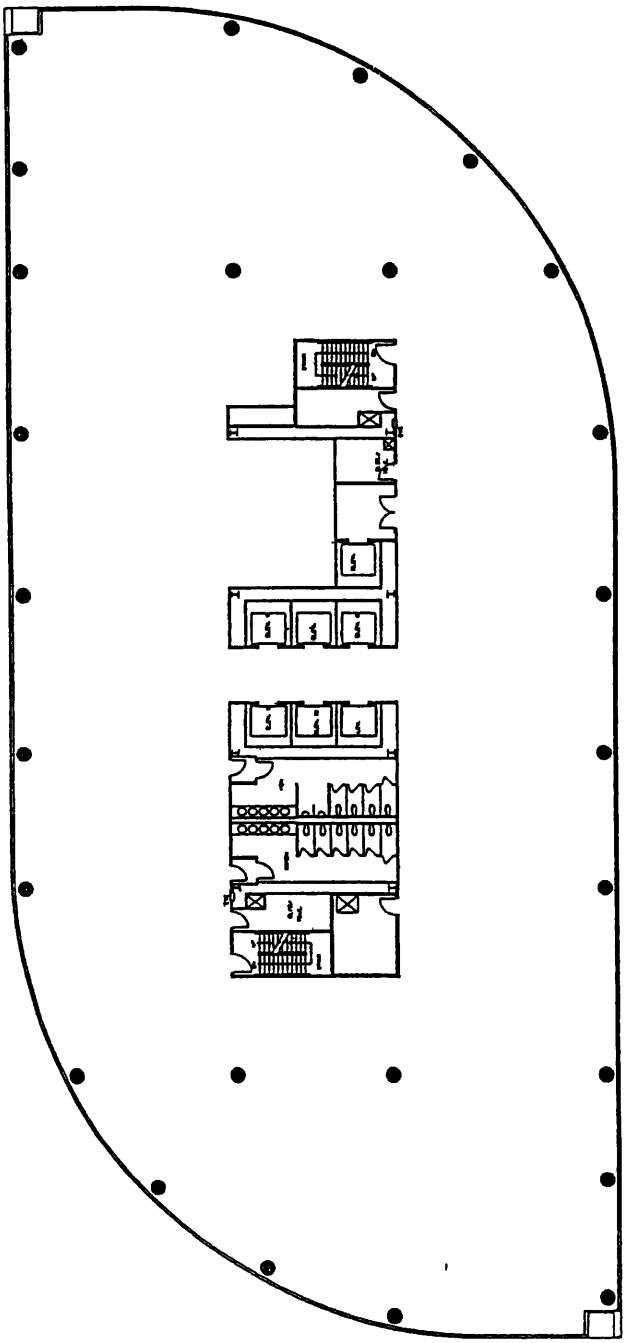
DATE:
USF
RSF
PROJECT NO :

BASE FLOOR PLAN

Northpark Central

EXHIBIT B
(Continued)

FLOOR PLAN



SIXTEENTH FLOOR

FULTS REALTY CORPORATION
Investment Real Estate Services
(214) 750-4684

DATE:	
USF:	23,201
RSF:	24,370
PROJECT NO	

BASE FLOOR PLAN

Northpark Central

ENTERPRISE

EXHIBIT B
(Continued)

EXHIBIT B
(Continued)

FLOOR PLAN

EXHIBIT B
(Continued)

FLOOR PLAN

EXHIBIT B
(Continued)

FLOOR PLAN

EXHIBIT C

RENTABLE AREA CALCULATIONS

This Exhibit is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st, 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions, as applicable

Rentable areas shown in the Basic Lease Provisions and the Riders which are a part of this Lease are agreed to be as shown regardless of minor variations resulting from actual construction. All other rentable area calculations shall be calculated in accordance with the remaining provisions of this Exhibit C The rentable area of the Premises is the Agreed Rentable Area of the Premises set forth in Item 2b of the Basic Lease Provisions. The rentable area of useable square footage of space on multi-tenant floors shall be equal to the useable area plus 14 03% of the useable area of the applicable space The rentable area of single tenant floors shall be equal to the useable area of the floor set forth on **Schedule I** attached hereto

A. USEABLE AREA

For all purposes of the Lease **"Useable Area"** shall mean

1 On a multi-tenant floor the area encompassed by the inside of the vision glass of all permanent outer Building walls the finished surface of the corridor side of the corridor and other permanent walls and the center line of partitions that separate the Premises from adjoining Useable Areas and

2 On a single-tenant floor, the area encompassed by the inside finished surface of all permanent outer Building walls less Building stairs, vertical ducts, elevator shafts flues vents and pipe shafts and their enclosing walls mechanical rooms electrical closets telephone closets janitor closets and such other rooms not actually available to Tenant for its furnishings and personnel and their enclosing walls

B RENTABLE AREA

For all purposes of the Lease **"Rentable Area"** shall mean

1 On a multi-tenant floor the sum of

a Useable Area as defined in Paragraph A.1 above and

b The prorated share of all Common Areas Service Corridors and Service Areas serving the floor on which the Premises are located. These Common Areas Service Corridors and Service Areas may be separated into two (2) categories as follows

(i) Those Common Areas, Service Corridors and Service Areas on the same floor as the Premises and which serve only the floor on which the Premises are located (including the elevator lobby restrooms corridors mechanical and electrical rooms and telephone and janitor closet)

(ii) Those Common Areas Service Corridors and Service Areas which serve more than one (1) floor in the Building Such areas may be located on the same floor as the Premises or may be located on different floors, and include, but are not limited to, the loading dock areas, first floor and concourse floor elevator lobbies mail rooms elevator service areas and maintenance rooms the central mechanical rooms and all Common Areas on the first floor lobby level and all below ground level floors Notwithstanding the foregoing, no portion of the below ground retail concourse level that is within areas leased or to be leased to retail tenants will be included in the Common Areas

2 On a single-tenant floor the sum of

a the Useable Area of such floor calculated in accordance with paragraph A.2 and

b A prorated share of all Common Areas Service Corridors and Service Areas which serve more than one (1) floor in the Building. Such areas may be located on different floors and include, but shall not be limited to the loading dock area, first floor and concourse floor elevator lobbies, mail rooms elevator service areas and maintenance rooms the central mechanical rooms and all Common Areas Service Corridors and Service Areas on the first floor lobby level and all below ground level floors Notwithstanding the foregoing, no portion of the below ground retail concourse level that is within areas leased or to be leased to retail tenants will be included in Common Areas Service Corridors and Service Areas

3 For purposes of Paragraph B1 and B2 mechanical rooms which serve one-half (½) of the floor on which the Premises are located and one-half (½) of an adjacent floor shall be deemed to serve only the floor on which the Premises are located.

4 No deductions will be made in the calculation of Useable Area or Rentable Area for (i) columns and projections necessary to the structural support of any portion of the Building or (ii) openings in the floor slab which were made at the request of Tenant or to accommodate items installed at the request of Tenant.

C AGREEMENT ON AREA

Rentable and Useable Areas shown in the Basic Lease Provisions have been calculated on the basis of the foregoing definitions and are hereby agreed to be the stated areas regardless of minor variations resulting from actual construction and completion of the Premises for occupancy, so long as such work is done in accordance with the terms and provisions in the Lease the Agreement for Construction, and the approved Construction Plans (as such term is defined in the Agreement for Construction)

EXHIBIT D

WORK LETTER
PLANS TO BE APPROVED/FINISH ALLOWANCE

This Exhibit is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS, INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

1 **Plans** Prior to the date hereof and after consultation with Tenant, Landlord s space planner has commenced preparation of a space plan. Landlord and Tenant shall cooperate with each other and Landlord s space planner so as to agree upon a space plan for the Premises as soon as reasonably possible after the execution of this Lease Promptly after the space plan is approved by Landlord and Tenant, Landlord will cause its space planner at Tenant s expense to commence and promptly pursue completion of construction plans for the leasehold improvements contemplated by the approved space plan, including complete detail and finish drawings for partitions doors reflected ceiling, telephone outlets, electrical switches and outlets and Building standard heating ventilation and air conditioning equipment and controls (such construction plans when approved, and all changes and amendments thereto agreed to by Landlord and Tenant in writing, are herein called the **"Construction Plans"** and all leasehold improvements requested by the Construction Plans are herein called **"Tenant's Improvements"** Landlord and Tenant each recognize that the schedule for completion of Tenant s Improvements (a copy of which is attached hereto as **Schedule I** and is herein referred to as the **"Target Completion Schedule"**) is aggressive and recognize that they as well as Landlord s space planner must cooperate with each other and act as promptly as is reasonably possible in order to have an opportunity to complete construction of Tenant s Improvements in accordance with the Target Completion Schedule In this regard, Landlord, with Tenant s agreement, has instructed Landlord s planner to prepare and submit plans and specifications on a fast track basis (and more specifically to prepare plans first for the 19th floor then the 16th, 17th and 18th floors and finally for the 15th and 20th floors) in order to expedite the approval of submitted construction plans and the completion of Tenant's Improvements. Landlord and Tenant will each promptly review each phase of plans and Tenant will use its best efforts to respond to submitted plans within three (3) days after receiving same Each response shall include specific comments and objections to enable the space planner to make and understand the requested changes The foregoing process shall continue until the construction plans are approved by Tenant and Landlord. If Tenant fails to respond to plans within any three (3) business day period Tenant will be deemed to have approved such plans

1 2 Compliance With Disability Acts. Tenant shall promptly provide Landlord and Landlord's space planner and/or architect, as applicable with all information needed to cause the construction of Tenant's Improvements to be completed such that Tenant, the Premises and Tenant's Improvements (as constructed) will be in compliance with the Disability Acts **TENANT SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) INCURRED BY OR ASSERTED AGAINST LANDLORD BY REASON OF OR IN CONNECTION WITH ANY VIOLATION OF THE DISABILITY ACTS ARISING FROM OR OUT OF** (x) information or design and space plans furnished to Landlord by Tenant (or the lack of complete and accurate information so furnished) concerning Tenant's Improvements, (y) Tenant's employer-employee obligations or (z) after the Commencement Date violations by Tenant and/or Tenant's Improvements or the Premises not being in compliance with the Disability Acts as the result of changes in regulations or law or interpretations thereof not in effect on the Commencement Date The foregoing indemnity shall not include any claims, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of the negligence or gross negligence of Landlord or Landlord's employees, agents or contractors Without limiting the foregoing, if Landlord constructs Tenant s Improvements based on any special requirements or improvements required by Tenant, or upon information furnished by Tenant that later proves to be inaccurate or incomplete resulting in any violation of the Disability Acts Tenant shall be solely liable to correct such violations and to bring the improvements into compliance with the Disability Acts as promptly as is practicable Without in any way limiting the foregoing Tenant shall be responsible for causing all restrooms located within the Premises to comply with the Disabilities Acts

1 3 Changes to Approved Plans If any re-drawing or re-drafting of either the Space Plan or the Construction Plans is necessitated by Tenant's requested changes (all of which shall be subject to approval by Landlord and, if applicable the Texas Department of Licensing & Regulation and any other governmental agency or authority to which the plans and specifications are required to be submitted) the expense of any such re-drawing or re-drafting required in connection therewith and the expense of any work and improvements necessitated by such re-drawing or re-drafting will be charged to Tenant.

2 **Construction and Costs of Tenant's Improvements**

2 1 Construction Obligation and Finish Allowance

(a) Landlord agrees to construct Tenant's Improvements at Tenant s sole cost and expense, provided, however, Landlord shall provide Tenant with an allowance up to $13 75 per square foot of Rentable Area in the Premises (the **"Finish Allowance"**) which allowance shall be disbursed by Landlord, from time to time, for payment of (in the following priority) the following costs (collectively referred to as the **"Permitted Costs"**) (i) the contract sum required to be paid to the general contractor engaged to construct Tenant's Improvements (the **"Contract Sum"**) (ii) the fees of the preparer of the space plan and the Construction Plans (iii) payment of the Construction Management Fee (hereinafter defined) and (iv) moving and relocation expenses incurred by Tenant in relocating to the Premises (**"Relocation Costs"**), provided that the aggregate of such Relocation Costs which may be paid from the Finish Allowance shall not exceed an amount equal to $1 50 per square foot of Rentable Area of the Premises In consideration of Landlord administering the construction of Tenant's Improvements Tenant agrees to pay Landlord a fee equal to the sum of (i) five percent (5%) of the first $500 000 of the Contract Sum, plus (ii) three percent (3%) of the portion of the Contract Sum in excess of $500 000 (the **Construction Management Fee"**) The Construction Management Fee shall be paid to Landlord at the same time as periodic payments are made to the general contractor on the basis of the percentage of Tenant s Improvements set forth in the applicable application for payment.

(b) If the Finish Allowance exceeds the Permitted Costs (the **Excess Finish Allowance**) then the Excess Finish Allowance may be used to pay any Expansion Space Excess Costs (as defined in **Riders 3 and 4** attached to the Supplemental Lease Provisions) Notwithstanding the preceding sentence if Tenant fails to request funding of any portion of the Excess Finish

Allowance by December 31 1996 in accordance with Rider 3 attached to the Supplemental Lease Provisions Tenant shall lose all rights to such portion of the Excess Finish Allowance

(c) In addition to providing the Finish Allowance Landlord shall at Landlord's cost (with the understanding that none of such costs shall constitute Operating Expenses) perform the following

1 install within the Premises new Building standard horizontal mini-blinds on all exterior windows and

2 retrofit the existing light fixtures in the Premises with new Building standard energy efficient ballasts and lamps, it being understood that Landlord will not replace or relocate existing light fixtures

(d) Tenant recognizes that the Premises are second generation space Tenant shall have the right to utilize all improvements within the Premises, with the understanding that any Building standard improvements such as doors frames hardware ceiling tiles light fixtures and sprinkler heads not used by Tenant shall be returned to Building stock.

2 2 Bidding

(a) Within five (5) days after both Landlord and Tenant agree to the Construction Plans Landlord shall request at least four (4) mutually acceptable contractors authorized to perform work in the Building to bid (i) the contractor s profit, overhead and general conditions which would be included in the Contract Sum, and (ii) the time to complete the construction of Tenant s Improvements assuming that the drawings and specifications will not require any special order materials or finishes and that the bulk of the Premises (other than the 20th floor) will be finished without enclosed offices. The bid package shall provide that (i) the construction of Tenant s Improvements will be on a cost of the work basis with the exception that a contractor s profit, overhead and general conditions shall be as bid by that contractor (ii) the construction of Tenant s Improvements will be completed on fast track basis, (iii) Tenant s Improvements on each floor of the Premises shall be Substantially Completed in accordance with the completion schedule attached hereto as **Schedule L** and (iv) more favorable consideration for award of the contract will be given to those contractors who will commit to complete the construction of Tenant s Improvements in accordance with the **Schedule I** attached hereto The general contract shall contain a provision prohibiting the general contractor from receiving or paying any kickbacks in connection with the construction of Tenant s Improvements In no event, however will Landlord have any liability for the general contractor s failure to comply with such provision.

(b) Landlord agrees that Tenant shall have the right to participate in the preparation of the bid instructions attend the bid opening, and clarify and qualify all bids Tenant shall have three (3) days after the bid opening within which to accept one of the submitted bids. Tenant shall have the right to required submitters of bids to clarify their bids, if necessary provided, however no contractor shall be permitted to deliver clarifications more than three (3) days after bid opening. If Tenant fails to accept one of the submitted bids within six (6) days after submission of bids then Tenant shall be deemed to have approved the lowest submitted bid.

(c) Notwithstanding the provisions of paragraphs (a) and (b) preceding, Landlord and Tenant intend to consider immediately the benefits of engaging a contractor on a negotiated basis as opposed to a bid basis, in order to expedite the completion of Tenant s Improvements. If Landlord and Tenant agree to engage a contractor on a negotiated basis Tenant shall have the right to review all documentation and schedules of values participate in all negotiations and review all contracts all with a view toward of expediting the construction of Tenant s Improvements

2 3 Excess Costs If the sum of the Permitted Costs (exclusive of Relocation Costs) exceeds the Finish Allowance then Tenant shall pay all such excess costs ("Excess Costs") provided however as a means of funding Excess Costs Tenant shall have the right to increase the Finish Allowance by an additional amount not to exceed the lesser of (i) the Excess Costs or (ii) $3 00 per square foot of Agreed Rentable Area of the Premises (such lesser amount the **"Maximum Permitted Increase"**) Tenant shall exercise such right if at all by making a written request of Landlord prior to the Commencement Date which request shall be supported by Tenant's calculation of Excess Costs and supporting data In the event that Landlord receives such a request from Tenant then (i) the Finish Allowance shall be deemed increased by the lesser of the amount requested and the Maximum Permitted Increase, (ii) Excess Costs shall be deemed reduced by an amount equal to the increase in the Finish Allowance and (iii) Basic Annual Rent payable under this Lease shall be increased by an amount equal to the annual amount needed to fully amortize the increase in the Finish Allowance together with interest at the rate of ten percent (10%) per annum, over the initial term of this Lease Tenant shall remit to Landlord an amount (the **"Prepayment"**) equal to the one half of the projected Excess Costs if any within five (5) working days after commencement of construction by Landlord On or prior to the Commencement Date Tenant shall deliver to Landlord the actual Excess Costs, minus the Prepayment previously paid Failure by Tenant to timely tender to Landlord the full Prepayment shall permit Landlord to stop all work until the Prepayment is received All sums due Landlord under this Section 2 3 shall be considered Rent under the terms of the Lease and nonpayment shall constitute a default under the Lease and entitle Landlord to any and all remedies specified in the Lease

2 4 Liens Arising from Excess Costs Tenant agrees to keep the Premises free from any liens arising out of nonpayment of Excess Costs In the event that any such lien is filed and Tenant, within ten (10) days following notice of such filing fails to cause same to be released of record by payment or posting of a proper bond Landlord shall have, in addition to all other remedies provided herein and by law the right, but not the obligation, to cause the same to be released by such means as it in its sole discretion deems proper including payment of or defense against the claim giving rise to such lien. All sums paid by Landlord in connection therewith shall constitute Rent under the Lease and a demand obligation of Tenant to Landlord and such obligation shall bear interest at the rate provided for in Section 15 10 of the Supplemental Lease Provisions from the date of payment by Landlord until the date paid by Tenant.

3 **Delays**

3 1 Delays in the completion of construction of Tenant s Improvements or in obtaining a certificate of occupancy if required by the applicable governmental authority caused by Tenant, Tenant's Contractors (hereinafter defined) or any person, firm or corporation employed by Tenant or Tenant's Contractors shall constitute **"Tenant Delays"** In the event that Tenant's Improvements are not Substantially Complete by the Commencement Date referenced in Item 8 of the Basic Lease Provisions then the Commencement Date referenced in Item 8 shall be amended to be the Adjusted Substantial Completion Date (hereinafter defined) and the Expiration Date referenced in Item 9 of the Basic Lease

Provisions shall be adjusted forward by the same number of days as is the Commencement Date provided however if the such adjusted Expiration Date is a day other than the last day of a calendar month, the Expiration Date shall be further adjusted to the last day of the applicable calendar month so that the term of the Lease will be the term set forth in Item 7 of the Basic Lease Provisions The Adjusted Substantial Completion Date shall be the date Tenant's Improvements are Substantially Complete adjusted backward, however by one day for each day of Tenant Delays, if any The foregoing adjustments in the Commencement Date and the Expiration Date shall be Tenant's sole and exclusive remedy in the event Tenant's Improvements are not Substantially Complete by the initial Commencement Date set forth in Item 8 of the Basic Lease Provisions provided, that Landlord shall upon the request of Tenant, assign to Tenant all damages payable to and claims of Landlord under the general contract on account of delays in the completion of Tenant's Improvements

3 2 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant or their respective contractors and consultants, the party taking the action shall not be liable or responsible for and there shall be excluded from the computation for any such period of time, any delays due to strikes riots acts of God shortages of labor or materials war governmental laws regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party

4 **Substantial Completion and Punch List** Tenant s Improvements on a particular floor shall be **"Substantially Complete"** and **"Substantial Completion"** shall occur on a particular floor when Tenant's Improvements on the floor are sufficiently completed in accordance with the Construction Plans so that Tenant can reasonably use the Premises for the Permitted Use (as described in Item 12 of the Basic Lease Provisions) Without in any way limiting Landlord s obligation to finally complete Tenant s Improvements the parties agree that Tenant s Improvements shall be deemed to be sufficiently complete to use the Premises for the Permitted Use at such time as the City of Dallas completes a final inspection of the floor and authorizes the use of such floor When Landlord considers Tenant's Improvements to be Substantially Complete Landlord will notify Tenant and within two (2) business days thereafter Landlord s representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items as are necessary for final completion of Tenant's Improvements Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his agreement on punch list items. Landlord will use reasonable efforts to cause the contractor to complete all punch list items within thirty (30) days after agreement thereon.

5 **Tenant's Contractors** If Tenant should desire to enter the Premises or authorize its agent to do so prior to the Commencement Date of the Lease to perform approved work not requested of the Landlord Landlord shall permit such entry if

(a) Tenant shall use only such contractors which Landlord shall approve in its reasonable discretion and Landlord shall have approved the plans to be utilized by Tenant, which approval will not be unreasonably withheld and

(b) Tenant, its contractors, workmen, mechanics, engineers, space planners or such others as may enter the Premises (collectively **"Tenant's Contractors"**) work in harmony with and do not in any way disturb or interfere with Landlord's space planners architects engineers, contractors workmen, mechanics or other agents or independent contractors in the performance of their work (collectively **"Landlord's Contractors"**), it being understood and agreed that if entry of Tenant or Tenant's Contractors would cause has caused or is causing a material disturbance to Landlord or Landlord's Contractors, then Landlord may with notice refuse admittance to Tenant or Tenant's Contractors causing such disturbance and

(c) Tenant (notwithstanding the first sentence of subsection 7 201 of the Supplemental Lease Provisions) Tenant s Contractors and other agents shall provide Landlord sufficient evidence that each is covered under such Worker's Compensation public liability and property damage insurance as Landlord may reasonably request for its protection.

Landlord shall not be liable for any injury loss or damage to any of Tenant's installations or decorations made prior to the Commencement Date and not installed by Landlord. Tenant shall indemnify and hold harmless Landlord and Landlord's Contractors from and against any and all costs, expenses, claims liabilities and causes of action arising out of or in connection with work performed in the Premises by or on behalf of Tenant (but excluding work performed by Landlord or Landlord's Contractors) Landlord is not responsible for the function and maintenance of Tenant's Improvements which are different than Landlord's standard improvements at the Property or improvements equipment, cabinets or fixtures not installed by Landlord Such entry by Tenant and Tenant's Contractors pursuant to this Section 5 shall be deemed to be under all of the terms covenants provisions and conditions of the Lease except the covenant to pay Rent.

6 **Construction Representatives** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows provided that either party may change its representative upon written notice to the other

LANDLORD'S REPRESENTATIVE

NAME	Fults Realty Corporation (Mitch Owen)
ADDRESS	8750 North Central Expressway
	Suite 1000
PHONE	214-750-4684
FAX	214 750 1228

TENANT S REPRESENTATIVE

NAME	Jim Pratt
ADDRESS	11052 Grader Suite 1000
	Dallas Texas 75238
PHONE	214-342-7000
FAX	214 342 _____

Landlord will provide written direction to Landlord s Representative not to receive or pay any kickbacks in connection with the construction of Tenant s Improvements In no event, however will Landlord have any liability for Landlord s Representative s failure to comply with such direction

EXHIBIT E1

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Lease Agreement (the **"Lease"**) dated the 1st day of February, 1996 between CONNECTICUT GENERAL LIFE INSURANCE COMPANY ("Landlord") and EXCEL TELECOMMUNICATIONS INC ("Tenant") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space in the office building located at 8750 N Central Expressway Dallas Texas (the **"Building"**) Landlord and Tenant hereby agree that

1 Except for the Punch List Items (as shown on the attached Punch List) Landlord has fully completed the construction of Tenant s Improvements on the _____ floor(s) of the Building in accordance with the requirements of the Lease and the Work Letter attached thereto (the **Completed Floor"**, whether one or more)

2 The Completed Floor is tenantable Landlord has no further obligation for construction (except with respect to Punch List Items) and Tenant acknowledges that the Building, the Premises and Tenant's Improvements are satisfactory in all respects except for the Punch List Items and latent defects The Premises are suitable for the Permitted Use

3 The Completed Floor was Substantially Complete (as defined in the Work Letter) on _____ day of _____ 19___

4 The Expiration Date of the Lease is the _____ day of _____, 19___ If the date set forth in Item 9 of the Basic Lease Provisions is different than the date set forth in the preceding sentence then Item 9 of the Basic Lease Provisions is hereby amended to be the Expiration Date set forth in the preceding sentence

5 Tenant acknowledges receipt of the current Rules and Regulations for the Building

6 Tenant s telephone number at the Premises is _____ Tenant's facsimile number at the Premises is _____

7 All capitalized terms not defined herein shall have the meaning assigned to them in the Lease

Agreed and Executed this _____ day of _____ 19___

LANDLORD

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

BY Cigna Investments Inc its duly authorized agent

By
Name _____
Title _____

TENANT

EXCEL TELECOMMUNICATIONS INC

By _____
Name _____
Title _____

EXHIBIT F

GARAGE PARKING AGREEMENT
RESERVED AND NON-RESERVED PARKING SPACES

This Exhibit is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st, 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

1 **Parking Spaces**

(a) During the initial term of this Lease Tenant or persons designated by Tenant shall have the right to use an aggregate number of parking spaces on the surface parking lot and the Parking Garage a total of 436 parking spaces 305 of which will be located in the Parking Garage and 131 of which shall be located on the Property's surface parking lot (the aggregate of parking spaces, **"Tenant's Parking Spaces"**, the surface lot parking spaces, the **"Surface Spaces"** and the Parking Garage spaces, the **"Parking Garage Spaces"**) With the exception of the Reserved Spaces (hereinafter defined) Tenant's Parking Spaces shall be unreserved Tenant's Parking Garage Spaces shall include (20) reserved parking spaces in the Parking Garage (the **"Reserved Spaces"**), with the understanding that four (4) Reserved Spaces shall be located on each of floors 1 through 5 of the Parking Garage Landlord and Tenant will mutually locate the Reserved Spaces within sixty (60) days after the date of this Lease, with the understanding that the Reserved Spaces will be in the most favorable Parking Garage spaces that are then available (i e those that are not currently assigned to another tenant and are not designated as visitor or handicap parking spaces)

(b) If the size of initial Premises is ever decreased Tenant's Parking Spaces shall be recalculated on the basis of one (1) Parking Space for each 333 square feet of Rentable Area of the Premises and of those spaces, Tenant's Surface Spaces shall be equal to one Surface Space for each 1,111 square feet of Rentable Area of the Premises, Tenant's Parking Garage Spaces shall be equal to one Parking Garage Space for each 477 square feet of Rentable Area of the Premises and, in the case of reduction of the size of the Premises the Reserved Spaces will be the first Parking Garage Spaces eliminated In the case of a sublease, Landlord will be under no obligation to enter into a contractual agreement to furnish any subtenant with any parking spaces However Tenant shall have the right to contractually allow the subtenant to use all or any of Tenant's Parking Spaces so long as such subtenant complies with same rules and regulations for the Parking Garage as are applicable to Tenant, including those set forth in Section 5 below and such modifications and additions thereto as Landlord may adopt in accordance with Section 5 below

2 **Parking Rental** During the primary term of this Lease Tenant shall not be required to pay any rent for Tenant s Parking Spaces

3 **Parking Cards and Identification Programs**

(a) On or prior to the Commencement Date Landlord will provide Tenant with an access card for each Parking Space that is located on the 2nd or higher level of the Parking Garage Landlord shall have the right to implement new access card systems, sticker programs and other devices and forms of identification regarding use of the Surface Spaces and Parking Garage Spaces Parking cards and stickers or any other device or form of identification supplied by Landlord shall remain the property of Landlord, but may be used by a any of Tenant's subtenants and assignees There will be a replacement charge payable by Tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or parking sticker issued by Landlord

(b) Tenant will advise each of its employees that no employee will be entitled to park in the Parking Garage or surface lot on the Property unless such employee is assigned the right to use a Surface Space or Parking Garage Space as applicable If Tenant s employees park in the Parking Garage or the surface lot without having the right so to do Tenant will upon becoming aware of such unauthorized use take such corrective action as is reasonably necessary to cause such employee(s) to stop parking in the Parking Garage and the surface lot without authority so to do

4 **Visitor Parking** Tenant and Tenant s guests and visitors shall have the non-exclusive right to use in common with other visitors to the Building designated visitor and handicap parking spaces at no cost to such visitor or Tenant Landlord expressly reserves the right to redesignate parking areas and to modify the parking structure for other uses or to any extent Landlord does not currently charge for visitor parking but retains the right to do so in the future

5 **Rules and Regulations** A condition of any parking shall be compliance by the parker with Parking Garage rules and regulations, including any sticker or other identification system established by Landlord Parking Garage managers or attendants are not authorized to make or allow any exceptions to these Rules and Regulations The following rules and regulations are in effect until notice is given to Tenant of any change Landlord reserves the right to modify and/or adopt such other reasonable and generally applicable rules and regulations for the Parking Garage as it deems necessary for the operation of the Parking Garage

(a) Cars must be parked entirely within the stall lines painted on the floor

(b) All directional signs and arrows must be observed

(c) The speed limit shall be five (5) miles per hour

(d) Parking is prohibited in areas not striped for parking aisles areas where "no parking" signs are posted in cross hatched areas and in such other areas as may be designated by Landlord or Landlord s agent(s) including but not limited to areas designated as "Visitor Parking" or reserved spaces not rented under this Exhibit

(e) Every parker is required to park and lock his own car All responsibility for damage to cars or persons or loss of personal possessions is assumed by the parker

(f) Spaces which are designated for small intermediate or full-sized cars shall be so used No intermediate or full size cars shall be parked in parking spaces limited to compact cars

6 **Default** Landlord may refuse to permit any person who violates the rules to park in the Parking Garage and any violation of the rules shall (i) subject the car to removal at the car owner's expense and (ii) entitle Landlord to prohibit the violator from parking on the Property including the Parking Garage No such refusal or removal shall create any liability on Landlord or be deemed to interfere with Tenant's right to quiet possession of the Premises

7 **Damage to or Condemnation of Garage**. If Landlord fails or is unable to provide any parking space to Tenant in the Garage because of damage or condemnation, such failure or inability shall never be deemed to be a default by Landlord as to permit Tenant to terminate the Lease either in whole or in part, but Tenant's obligation to pay rent for any such parking space which is not provided by Landlord shall be abated for so long as Tenant does not have the use of such parking space and such abatement shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of such failure or inability to provide Tenant with such parking space During the period of repairs to the Parking Garage or in the case the Parking Garage is condemned, Landlord shall make reasonable efforts to supply substitute parking at a location as close to the Building as is reasonably practical

EXHIBIT G

BUILDING RULES AND REGULATIONS

This Exhibit is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st, 1996 executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS INC (the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the provisions of the Lease identified as the Basic Lease Provisions or Supplemental Lease Provisions as applicable Landlord and Tenant mutually agree as follows

1 No sign, placard, picture advertisement name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

Tenant shall not place anything or allow anything to be placed near the glass of any window door partition or wall which may appear unsightly from outside the Premises provided, however that Tenant may furnish and install a Building standard window covering at all exterior windows Tenant shall not without the prior written consent of Landlord sunscreen any window

Tenant shall reasonably cooperate with Landlord in obtaining the efficient function of the cooling system. Tenant shall not obstruct alter or in any way impair the efficient operation of Landlord's heating lighting ventilating and air conditioning system and shall not place bottles, machines, parcels or any other articles on the induction unit enclosure so as to interfere with air flow Tenant shall not tamper with or change the setting of any thermostats or temperature control valves

2 On any multi tenant floor partially occupied by Tenant, the sidewalks halls passages exits entrances elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Premises

3 Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without Landlord's reasonable approval

4 The toilet rooms urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed and no foreign substance of any kind, including sweepings, rubbish, rags food and coffee grounds whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who or whose employees or invitees shall have caused it.

5 Tenant shall not overload any floor of the Premises or in any way deface the Premises or any part thereof

6 Except for items moved in connection with Tenant's initial occupancy of any Building, no furniture freight or equipment of any kind shall be brought into the Building without prior written notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall reasonably designate Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the sole cost and expense of Tenant.

7 No animals or birds shall be brought in or kept in or about the Premises or the Building

8 The Premises shall not be used for the storage of merchandise for washing clothes for lodging or for any improper objectionable or immoral purposes

9 Tenant shall not use or keep in the Premises or the Building any kerosene gasoline or flammable or combustible fluid or material or use any method of heating or air conditioning other than that supplied by Landlord

10 The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord. Tenant shall not mark, paint, drill into or in any way deface any part of the Premises or the Building

11 On Saturdays, Sundays and Holidays, and on other days between the hours of 6 00 p m. and 8 00 a.m. the following day access to the Building, or to the hall, corridors elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is otherwise properly identified. Landlord shall in no case be liable for damages for any error with regard to admission to or exclusion from the Building of any person. In case of invasion, mob not, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise for the safety of the tenants and protection of property in the Building and the Building. "Holidays" shall mean January 1, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day following Thanksgiving, and Christmas

12 Landlord reserves the right to exclude or expel from the Building any person who in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of any of the rules and regulations of the Building

13 No vending machines or machines of any description shall be installed, maintained or operated upon the Premises except for use solely by Tenant's employees and visitors without the prior written consent of the Landlord.

14 Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the street address of the Building of which the Premises are a part provided that Landlord reimburses Tenant for all costs incurred by Tenant as a result of such change

15 Tenant shall not disturb solicit, or canvass any occupant of the Building and shall cooperate to prevent same

16 Without the written consent of Landlord Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address

17 Landlord shall have the right to control and operate the public portions of the Building and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the tenants in such manner as it deems best for the benefit of the

tenants generally provided that Landlord will utilize reasonable efforts to cause as little interference with the conduct of Tenant s business in the Premises as is reasonably practicable

18 All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress to and from the Premises

19 Landlord shall not be responsible for personal property lost or stolen from the Premises or any public area in the Building regardless of whether such area is locked or not unless caused by the gross negligence or wrongful willful misconduct of Landlord or its employees or agents

20 In the event of any conflict between the terms and provisions of the Rules and Regulations set forth in this Exhibit "G" and the main body of this Lease the terms and provisions of the main body of this Lease shall control

EXHIBIT H

JANITORIAL SPECIFICATIONS

This Exhibit is attached to and a part of that certain Lease Agreement dated as of ~~January~~ February 1st, 1996, executed by and between CONNECTICUT GENERAL LIFE INSURANCE COMPANY and EXCEL TELECOMMUNICATIONS INC (the "Lease")

TENANT OCCUPIED SPACES

NIGHTLY

1 Janitorial personnel are not to enter any tenant space until 6 30 p m.

2 If an office is occupied, Janitor is to knock on the door and ask permission to enter

3 All doors are to be locked while space is being cleaned. Upon completion of cleaning of suite, all lights are to be turned off and the doors are to be locked and secured. If a tenant is still working in the space do not turn off the lights but lock the doors

4 Empty all trash receptacles, damp wipe trash cans as needed, and return to original position. Remove all refuse marked "trash."

5 Dust all tops of desks office furniture and filing cabinets Do not move remove or rearrange any papers located on desks tables or other furniture

6 Empty all ash trays clean and sanitize as required

7 Clean all glass desks/table tops with glass cleaner

8 Clean all sidelight glass and partition glass with glass cleaner

9 Dust all window sills as needed.

10 Vacuum all carpeted areas including beneath desks and chairs

11 Spot clean any carpet stains

12 Dust mop all resilient-composition floors with treated dust mop

13 Spray buff tile floors as needed to maintain high shine at all times

14 Damp mop tile floors to remove any spills and water stains as required.

15 Remove all scuff marks from tile or wood floors

16 Clean and sanitize all kitchen sinks counter tops and table tops

17 Wipe clean all smudged bright work.

18 Do not move remove or clean any plates cups or glasses or silverware

WEEKLY

1 Dust all low reach and high reach areas including, chair rungs, chair legs, sides of desks, tops of partitions, sides of filing cabinets and picture frames

2 Dust all sidelight frames and window frames

3 Dust inside of all door jambs Wipe down all doors with treated dust cloth

4 Wipe down baseboards with treated dust cloth.

5 Vacuum behind doors and plants with hand held vacuum.

6 Clean all threshold metal plates and plastic strips as required.

MONTHLY

1 Remove all plastic carpet protectors (chair pads) to vacuum under and around the areas where they were located

2 Thoroughly dust all blinds and window sills

3 Dust all air conditioning diffusers and return air grills light lenses and spot lights in ceiling

QUARTERLY

Strip and refinish all resilient and composition flooring

RESTROOMS

NIGHTLY

1 Remove all restroom trash. Wipe outside of trash receptacles with sanitized cloth

2 Clean and sanitize all toilets toilet seats (both sides) urinals and sinks and sanitary disposal units

3 Remove stains descale toilets urinals and sinks as required

4 Clean and polish all mirrors dispensers faucets grab bars flushometers kickplates and brightwork with a non-scratch disinfectant cleaner

5 Wipe clean all tile walls partition walls glass aluminum and light switches as needed.

6 Wipe clean hinges on stalls and entry doors as needed.

7 Mop all restroom floors with disinfectant germicidal cleaner

8 Machine buff floors as needed (at least every other week)

9 Restock all restrooms with supplies to include paper towels toilet tissue and soap

10 Restock all sanitary napkin and tampon dispensers items to be supplied by Janitorial Contractor All money from machines to be retained by Janitorial Contractor

MONTHLY

1 Polish all doors and partitions

2 Dust all ventilation grills and light lenses

3 Dust all doors and door jambs

4 Clean and polish all floor drain covers

QUARTERLY

1 Thoroughly clean, strip and machine polish tile floors

MAIN LOBBY, ELEVATOR LOBBIES, AND PUBLIC CORRIDORS

NIGHTLY

1 Police entrance sidewalks at front and back entrances

2 Police area around freight dock

3 Empty clean and sanitize all ask urns and waste receptacles

4 Spot clean entrance door glass and side partition glass

5 Clean entrance mats and return to proper location.

6 Damp mop floor tiles

7 Spray buff floor tiles to maintain high shine

8 Dust directory board and other signage in the lobby

9 Vacuum all carpeted areas thoroughly

10 Spot clean all spills on carpeted floors

11 Dust all baseboards in all corridors with treated cloth as needed.

12 Dust and clean all directional signage and tenant identification signage

13 Dust all window sills outside tenant spaces as needed.

14 Spot clean interior side of corridor walkway glass

15 Wash, clean, and disinfect all drinking fountains

WEEKLY

1 Mop janitor's closet floors clean and disinfect sinks in each janitor s closet.

2 Dust all light fixtures in all corridors

3 Dust all return air grills in ceiling

QUARTERLY

1 Strip and refinish all resilient and composition flooring

PASSENGER ELEVATORS, STAIRWELLS AND DOCK AREA

NIGHTLY

1 Clean outside surfaces of elevator doors and frames

2 Clean stainless steel surfaces in elevator cabs with approved stainless steel cleaner as needed.

3 Clean elevator cab glass with glass cleaner

4 Spot clean cab walls with approved cleaner

5 Vacuum elevator cab floors spot clean as needed.

6 Dust and clean out telephone wells in elevators

7 Dust and damp wipe elevator signage

8 Clean and scrub elevator tracks and sills and vacuum, using a crevice tool as needed

9 Pick up trash in building stairwells and dock area.

10 Damp mop dock area floor as needed.

WEEKLY

1 Sweep and damp mop building stairwells

2 Dust and clean handrails in building stairwells

MONTHLY

1 Dust and clean all elevator cab lights

2 Clean entire cab ceiling with glass (mirror) cleaner

3 Clean elevator tracks bi weekly

EXTERIOR CURTAIN WALL

Wash and clean semi-annually

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is entered into effective as of May 31, 1996 between CONNECTICUT GENERAL LIFE INSURANCE COMPANY ("Landlord"), and EXCEL TELECOMMUNICATIONS, INC, a Texas corporation ("Tenant")

WHEREAS, Landlord and Tenant executed that certain Office Lease Agreement dated February 1, 1996, covering the Premises (as defined in the Lease), which Premises are comprised of the entire Rentable Area (as defined in the Lease) of the 15th, 16th, 17th, 18th, 19th and 20th floors of that certain office building commonly known as Northpark Central (the "Building"),

WHEREAS, Tenant desires to lease the entire Rentable Area of the 2nd floor and the 3rd floor of the Building ("First Expansion Space") upon the terms and conditions set forth in Part E of Rider 4 to the Lease,

WHEREAS, Tenant desires to lease 5,786 square feet of Rentable Area in the basement of the Building for use as storage space (the "Storage Premises"),

WHEREAS, subject to the terms and conditions contained herein, Landlord has agreed to lease to Tenant the First Expansion Space upon the terms and conditions set forth in Part E of Rider 4 to the Lease and to lease to Tenant the Storage Premises upon the terms and conditions set forth below;

WHEREAS, Tenant and Landlord desire to amend the Lease to reflect their agreement with respect to the addition of the First Expansion Space and the Storage Premises to the Premises,

NOW, THEREFORE, in consideration of the premises and the mutual covenants between the parties herein contained, Landlord and Tenant hereby agree as follows

1 AMENDMENT OF BASIC LEASE PROVISIONS Items 2, 7, 8 and 9 of the Basic Lease Provisions are hereby deleted in their entirety and the following are substituted in lieu thereof

2. Premises

a. The **"Initial Premises"** consists of the entire Rentable Area of the 15th, 16th, 17th, 18th, 19th and 20th floors of the Building more particularly described on Exhibit B attached to the Supplemental Lease Provisions and may be optionally expanded in accordance with the provisions of Riders 3 and 4 attached to the Supplemental Lease Provisions The **"First Expansion Space"** consists of the entire Rentable Area of the 2nd floor and the 3rd floor of the Building more particularly described on Exhibit B-1 attached to the Supplemental Lease Provisions The **"Storage Premises"** consists of 5,786 square feet of Rentable Area in the basement of the Building more particularly described on Exhibit B-2 attached to the Supplemental Lease Provisions The **"Premises"** shall consist of the entire Rentable Area of the Initial Premises, the First Expansion Space and the Storage Premises

b Agreed Rentable Area of the Initial Premises is 145,533 square feet, the Agreed Rentable Area of the First Expansion Space is 48,210 square feet and the Agreed Rentable Area of the Storage Premises is 5,786 square feet (for a total Agreed Rentable Area of the Premises of 199,529 square feet), which Agreed Rentable Area shall be recalculated in the event the Premises are expanded pursuant to the terms of this Lease or by the mutual written agreement of Landlord and Tenant.

7 **"Term"** With respect to the Initial Premises, five (5) years and one (1) month, but subject to adjustment as provided in Item 3 of these Basic Lease Provisions and further subject to extension as provided in Rider 1 attached to the Supplemental Lease Provisions With respect to the First Expansion Space and the Storage Premises, seven (7) years commencing on the First Expansion Space Commencement Date, but subject to

adjustment as provided in Item 3 of the Basic Lease Provisions and further subject to extension as provided in Rider 2 attached to the Supplemental Lease Provisions

8 Commencement Date

a. "Commencement Date" April 1, 1996, subject to adjustment as provided in Section 3 of the Work Letter attached to the Supplemental Lease Provisions as Exhibit D

b "First Expansion Space Commencement Date" The earliest to occur of (i) ninety (90) days from the latter of the two dates on which this Amendment is executed by Landlord and Tenant, (ii) the date the Tenant's Improvements (as defined in the First Expansion Space Work Letter (herein so called) attached hereto as Exhibit D-1) in the First Expansion Space are Substantially Complete (as defined in the First Expansion Space Work Letter), provided that such date of substantial completion shall be adjusted backward by one (1) day for each day of Tenant Delay (as defined in the First Expansion Space Work Letter), (iii) Tenant's occupancy of the First Expansion Space for the purpose of conducting Tenant's business or (iv) seven (7) days after Tenant substantially furnishes and equips the First Expansion Space

c. "Storage Premises Commencement Date" The earlier to occur of (i) Tenant's use of the Storage Premises, or (ii) the First Expansion Space Commencement Date

9 "Expiration Date" With respect to the Initial Premises, April 30, 2001, subject to adjustment as provided in Section 3 of the Work Letter attached to the Supplemental Lease Provisions as Exhibit D and Item 3 of these Basic Lease Provisions, and subject to extension as provided in Rider 1 attached to the Supplemental Lease Provisions With respect to the First Expansion Space and the Storage Premises, seven (7) years after the First Expansion Space Commencement Date, subject to adjustment as provided in Item 3 of the Basic Lease Provisions, and subject to extension as provided in Rider 2 attached to the Supplemental Lease Provisions

2 AMENDMENT OF TENANT'S PRO RATA SHARE PERCENTAGE. Effective on the First Expansion Space Commencement Date, Item 4 of the Basic Lease Provisions shall be deemed deleted and the following shall be deemed substituted in lieu thereof

4 "Tenant's Pro Rata Share Percentage" 40.571%, which equals the Agreed Rentable Area of the Premises divided by the Agreed Rentable Area of the Building, expressed in a percentage Tenant's Pro Rata Share Percentage shall be recalculated at such time as the Premises are expanded or reduced in accordance with the terms of this Lease or by the mutual written agreement of Landlord and Tenant

3 AMENDMENT TO BASIC RENT

a. The following is hereby inserted as the line immediately following the heading of Item 3 of the Basic Lease Provisions (i e , after "Basic Rent (See Article 2, Supplemental Lease Provisions)"

a "Initial Premises Basic Rent"

b The following subparagraphs are hereby added, immediately after that certain subparagraph beginning "A "Monthly Anniversary of the Commencement Date,"" to the Basic Lease Provisions as Item 3b

b "First Expansion Space Basic Rent" $17 75 per square foot of Agreed Rentable Area of the First Expansion Space, which shall equal Basic Annual Rent in the amount of $855,727 50 and Basic Monthly Rent in the amount of $71,310 63

c. **"Storage Premises Basic Rent"** $8 00 per square foot of Agreed Rentable Area of the Storage Premises, which shall equal Basic Annual Rent in the amount of $46,288 00 and Basic Monthly Rent in the amount of $3,857 33

c. The second and third sentences of Section 2.101 of the Supplemental Lease Provisions are hereby deleted and the following is substituted in lieu thereof·

The Basic Annual Rent shall be payable in monthly installments equal to the applicable Basic Monthly Rent shown in Item 3 of the Basic Lease Provisions in advance, which monthly installments shall commence on (i) the Commencement Date in connection with the Initial Premises, (ii) the First Expansion Space Commencement Date in connection with the First Expansion Space, and (iii) the Storage Premises Commencement Date in connection with the Storage Premises, and shall continue on the first (1st) day of each calendar month thereafter If either the Commencement Date, the First Expansion Space Commencement Date, or the Storage Premises Commencement Date occurs on a day other than the first day of a calendar month, the Basic Monthly Rent for such partial month shall be prorated on a daily basis

4 DESCRIPTION OF THE FIRST EXPANSION SPACE. **Exhibit A** to this Amendment is hereby added to the Lease as **Exhibit B-1** to the Supplemental Lease Provisions

5 DESCRIPTION OF THE STORAGE PREMISES **Exhibit B** to this Amendment is hereby added to the Lease as **Exhibit B-2** to the Supplemental Lease Provisions

6 INITIAL TERM AND COMMENCEMENT The second sentence of Section 1 103 of the Supplemental Lease Provisions is hereby deleted and the following is substituted in lieu thereof:

The initial term shall commence on the Commencement Date (herein so called) set forth in Item 8 of the Basic Lease Provisions (as such Commencement Date may be adjusted pursuant to Section 3 of the Work Letter) and, unless sooner terminated pursuant to the terms of this Lease, the initial term shall expire, without notice to Tenant, on the Expiration Date (herein so called) set forth in Item 9 of the Basic Lease Provisions

7 OCCUPANCY OF THE FIRST EXPANSION SPACE. Tenant shall have no right to occupy any portion of the First Expansion Space prior to (i) Substantial Completion of the Tenant's Improvements to be constructed in the First Expansion Space, (ii) issuance of a certificate of completion or other document or permit issued by the applicable governmental authority authorizing Tenant's occupancy of the First Expansion Space and (iii) Landlord's receipt of an Acceptance of Premises Memorandum in the form attached as **Exhibit E** to the Supplemental Lease Provisions, executed by Tenant, covering the First Expansion Space Notwithstanding the foregoing, subject to Section 5 of the First Expansion Space Work Letter, Tenant and Tenant's Contractor's (as defined in the First Expansion Space Work Letter) shall have the right to enter the First Expansion Space after the date which is approximately two (2) weeks prior to the estimated date of Substantial Completion for the purpose of installing furniture, equipment and telephones

8 OCCUPANCY OF THE STORAGE PREMISES Tenant shall have the right to occupy the Storage Premises at any time after execution of this Amendment. Tenant's obligation for Storage Premises Base Rent shall commence on the earlier to occur of Tenant's occupancy of the Storage Premises or the First Expansion Space Commencement Date.

9 CONSTRUCTION OF TENANT'S IMPROVEMENTS Landlord shall construct improvements in the First Expansion Space in accordance with the First Expansion Space Work Letter attached hereto as **Exhibit C** Landlord shall have no other construction obligations in connection with the First Expansion Space except as set forth in **Exhibit C** attached hereto Landlord shall have no construction obligation in connection with the Storage Premises

10 FIRST EXPANSION SPACE WORK LETTER **Exhibit C** to this Amendment is hereby added to the Lease as **Exhibit D-1** to the Supplemental Lease Provisions

11 PARKING AGREEMENT Paragraph 1(a) of Exhibit F to the Supplemental Lease Provisions is hereby deleted in its entirety and the following is substituted in lieu thereof

1 Parking Spaces.

(a) During the initial term of this Lease, Tenant or persons designated by Tenant shall have the right to use (i) beginning on the Commencement Date and ending on the Expiration Date with respect to the Initial Premises, a total of 436 parking spaces on the surface parking lot and the Parking Garage, 305 of which will be located in the Parking Garage and 131 of which shall be located on the Property's surface parking lot, and (ii) beginning on the First Expansion Space Commencement Date and ending on the Expiration Date with respect to the First Expansion Space, an additional 146 parking spaces on the surface parking lot and the Parking Garage, 102 of which will be located in the Parking Garage and 44 of which shall be located on the Property's surface parking lot (the aggregate of parking spaces, "Tenant's Parking Spaces", the surface lot parking spaces, the "Surface Spaces" and the Parking Garage spaces, the "Parking Garage Spaces") With the exception of the Reserved Spaces (hereinafter defined), Tenant's Parking Spaces shall be unreserved. Tenant's Parking Garage Spaces in connection with the Initial Premises shall include (20) reserved parking spaces in the Parking Garage (the "Reserved Spaces"), with the understanding that four (4) Reserved Spaces shall be located on each of floors 1 through 5 of the Parking Garage. Tenant's right to use the Reserved Spaces shall terminate on the Expiration Date applicable to the Initial Premises Landlord and Tenant will mutually locate the Reserved Spaces within sixty (60) days after the date of this Lease, with the understanding that the Reserved Spaces will be in the most favorable Parking Garage spaces that are then available, (i e, those that are not currently assigned to another tenant and are not designated as visitor or handicap parking spaces)

12. ACCEPTANCE OF FIRST EXPANSION SPACE. SUBJECT TO LANDLORD'S COMPLETION OF ITS OBLIGATIONS UNDER THE FIRST EXPANSION SPACE WORK LETTER, TENANT HEREBY ACCEPTS THE FIRST EXPANSION SPACE "AS IS" AND IN ITS PRESENT CONDITION, and hereby acknowledges and agrees that the First Expansion Space is suitable for the use(s) and purpose(s) intended, and that Landlord shall have no obligation to alter, refurbish, repair or otherwise improve the First Expansion Space except as set forth in the First Expansion Space Work Letter

13 ACCEPTANCE OF STORAGE PREMISES TENANT HEREBY ACCEPTS DELIVERY OF THE STORAGE PREMISES TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS ACCEPTED THE STORAGE PREMISES "AS IS" AND IN ITS PRESENT CONDITION, and that the Storage Premises are suitable for the use(s) and purpose(s) intended, and that Landlord shall have no obligation to alter, refurbish, repair or otherwise improve the Storage Premises

14 EXPIRATION OF THE LEASE. Whenever the term "Expiration Date" is used in the Lease, such term shall mean the Expiration Date set forth in the first sentence of Item 9 of the Basic Lease Provisions with respect to Initial Premises and shall mean the Expiration Date set forth in the second sentence of Item 9 of the Basic Lease Provisions with respect to the First Expansion Space and the Storage Premises

15 USE OF GENERATOR

a. Tenant shall have the right to use the generator, which is owned by Landlord and located on the first (1st) floor of the Parking Garage, together with any auxiliary equipment, including the transfer switch located in the basement of the Building (collectively, the "Equipment"), designated by Landlord as reasonably necessary to Tenant's use of such generator, during the Term of the Lease with respect to the Initial Premises (said generator and the Equipment collectively referred to herein as the "Generator") Landlord shall have no liability for any repair, maintenance or replacement costs incurred in connection with the Generator, and Tenant shall, at its sole cost and expense, keep and maintain the Generator in good condition and repair (including, without limitation, replacement of the Generator, or any part thereof, if necessary), reasonable wear and tear and damage by casualty

excepted Further, Tenant, at its sole cost and expense, shall enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor reasonably approved by Landlord for servicing the Generator The service contractor must include all services suggested by the Generator manufacturer in its operations/maintenance manual and must be performed no less than quarterly Tenant shall deliver a copy of the maintenance/service contract to Landlord within one hundred twenty (120) days after the effective date of this Amendment. Subject to the remaining provisions of this part (a), at the end of the Term of the Lease with respect to the Initial Premises, Tenant shall surrender the Generator (or a replacement generator, as the case may be) to Landlord in good working order, reasonable wear and tear and damage by casualty excepted. All repairs and replacements of the Generator performed by or on behalf of Tenant shall be performed in a good and workmanlike manner and in accordance with the standards applicable to alterations and improvements performed by Tenant. Notwithstanding the foregoing, in the event the entire or substantially all of the Generator requires replacement during the Term of the Lease applicable to the Initial Premises, Tenant shall have the option of replacing the Generator with a generator of like kind and quality or paying the sum of $16,000 00 to Landlord in lieu of replacement of the Generator If Tenant elects to pay the $16,000 00 to Landlord, Landlord shall have no obligation to replace the Generator and Tenant's rights in connection therewith shall terminate

b Tenant shall have the right, to be exercised as herein set forth, to enter the basement of the Building and the shafts, ducts, conduits and/or utility closets located within the Building for the purposes of (i) gaining access to the Generator's transfer switch, and (ii) performing repairs or maintenance of the Generator Tenant shall notify Landlord each time Tenant requires access to the foregoing described areas of the Building in order to repair or maintain the Generator and such access for repair and maintenance shall be under Landlord's supervision.

c. TENANT HEREBY ACCEPTS THE GENERATOR IN ITS "AS-IS" "WHERE-IS" CONDITION, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, FROM LANDLORD, INCLUDING ANY REGARDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, and that the Generator is suitable for the use(s) and purpose(s) intended and that Landlord shall have no obligation to refurbish, repair or otherwise improve the Generator

d **UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF LANDLORD, TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM, AND REIMBURSE LANDLORD FOR AND WITH RESPECT TO, ANY AND ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION ARISING FROM OR INCURRED BY AND/OR ASSERTED IN CONNECTION WITH SUCH MAINTENANCE, REPAIRS, REPLACEMENTS, OR ANY DAMAGE OR INJURY ARISING OUT OF OR RESULTING FROM OR IN CONNECTION WITH TENANT'S USE AND OPERATION OF THE GENERATOR, *EVEN IF THE SAME RESULTS FROM THE NEGLIGENCE OF LANDLORD***

16 EXHIBITS Each Exhibit attached hereto is made a part hereof for all purposes

17 COUNTERPARTS This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

18 GOVERNING LAW The Amendment shall be governed by and construed in accordance with the laws of the State of Texas

19 BROKERS Tenant warrants that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment who is or may be entitled to a commission (excepting only Duggan Realty Advisors (the "Broker"), and that it knows of no real estate brokers or agents who are or might be entitled to a commission in connection with this Amendment or otherwise in connection with the Lease except the Broker Tenant agrees to indemnify and hold harmless Landlord from and against any liability or claim, whether meritorious or not, arising in respect to any brokers and/or agents who claim by or through Tenant other than the Broker and JFB Realty

Advisors (Landlord's broker) Landlord has agreed to pay the fees of the Broker (but only the Broker) in connection with this Amendment to the extent that Landlord has agreed to do so pursuant to a written agreement with the Broker

20 AUTHORITY Tenant represents to Landlord as follows Tenant has full right and authority to enter into this Amendment, each person signing on behalf of Tenant was and continues to be authorized to do so, Tenant's execution of this Amendment does not result in the violation of any law or the breach of any agreement to which Tenant is bound and upon execution by Tenant and Landlord, this Amendment shall be an enforceable agreement binding upon Tenant in accordance with the terms hereof. Landlord represents to Tenant as follows Landlord has full right and authority to enter into this Amendment, Landlord's execution of this Amendment does not result in the violation of any law or the breach of any agreement to which such party or any other party may be bound, each person signing on behalf of Landlord was and continues to be authorized to do so and this Amendment, upon execution by Landlord and Tenant, shall be an enforceable agreement binding upon Landlord in accordance with the terms hereof.

21 ENTIRE AGREEMENT. Except as amended hereby, the Lease shall remain unchanged and continue in full force and effect. In the event of any conflict between this Amendment and the Lease, this Amendment shall control. The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other, prior written or oral understandings and agreements between Landlord and Tenant with respect thereto Except as expressly set forth herein, neither Landlord nor any of Landlord's agents or representatives have made any representation or promise, express or implied, in connection with this Amendment. No provision of this Amendment may be amended or modified except by an agreement in writing signed by the parties hereto or their respective successors in interest.

22. RATIFICATION OF LEASE. The Lease, as modified and amended hereby, is ratified and confirmed in all respects

EXECUTED as of the date first set forth above

LANDLORD:

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: CIGNA Investments, Inc.

By: James H Rogers

Name: JAMES H ROGERS

Title: MANAGING DIRECTOR

TENANT

EXCEL TELECOMMUNICATIONS, INC.

By: Kenneth Trout

Name: _____

Title: _____

Exhibit A
"First Expansion Space"

SECOND FLOOR

FULTS REALTY CORPORATION
Investment Real Estate Services
(214) 750-4684

BASE FLOOR PLAN

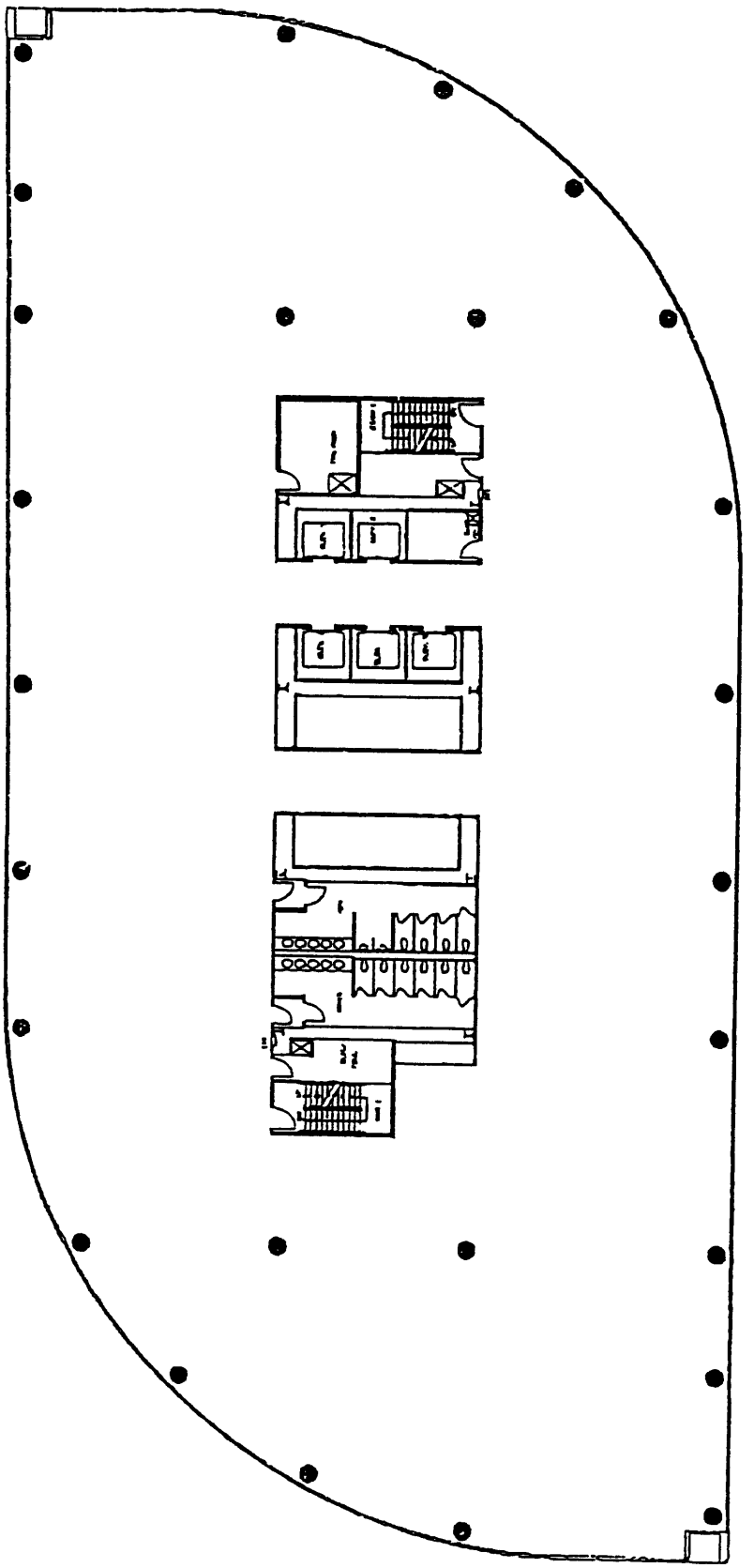
Northpark Central

DATE	
USF	22 844
RSF	24 105
PROJECT NO	

ENTERPRISE

Marked For Identification
CIGNA

Exhibit A
"First Expansion Space"



THIRD FLOOR

FULTS REALTY CORPORATION
Investment Real Estate Services
(214) 750-4684

DATE	
USF	22,844
RSF	24,105
PROJECT NO	

BASE FLOOR PLAN

Northpark Central

Marked For Identification
CIGNA

NTERPRISE

EXHIBIT C

FIRST EXPANSION SPACE WORK LETTER
PLANS TO BE APPROVED/FINISH ALLOWANCE

This Exhibit is attached to and a part of that certain First Amendment to Office Lease Agreement (the "Amendment") dated effective as of May 31, 1996, executed by and between Connecticut General Life Insurance Company ("Landlord") and Excel Telecommunications, Inc. ("Tenant")(the Amendment together with the Lease [as defined in the Amendment], hereinafter referred to as the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the Lease. Landlord and Tenant mutually agree as follows

1 1 Plans Within five (5) days after Landlord has received from Tenant all of the necessary information to prepare a complete space plan for the First Expansion Space, Landlord's space planner, at Tenant's expense, shall prepare and deliver to Tenant a space plan for the First Expansion Space showing, regardless of the quantities of such items, the location of all partitions and doors and the lay-out of the First Expansion Space Tenant will at all times cooperate with Landlord's space planner, furnishing all reasonable information and material concerning Tenant's organization, staffing, growth expectations, physical facility needs (including, without limitation, needs arising by reason of the Disability Acts), equipment, inventory, etc., necessary for the space planner to efficiently and expeditiously arrive at an acceptable lay-out of the First Expansion Space Tenant will approve or disapprove in writing the space plan within three (3) business days after receipt from Landlord and if disapproved, Tenant shall provide Landlord and Landlord's space planner with specific reasons for disapproval If Tenant fails to approve or disapprove the space plan on or before the end of such three (3) business day period, Tenant shall be deemed to have approved the last submitted space plan The foregoing process shall be repeated until Tenant has approved (which shall include deemed approval) the space plan. If the space plan is not approved in writing by both Landlord and Tenant by the date that is fifteen (15) days after Landlord's delivery of the first proposed space plan to Tenant, then each day after such date that the space plan is not approved by Tenant shall constitute one (1) day of Tenant delay Promptly after the space plan is approved by Landlord and Tenant, Landlord will cause its space planner, at Tenant's expense, to commence and promptly pursue completion of construction plans for the leasehold improvements contemplated by the space plan, including complete detail and finish drawings for partitions, doors, reflected ceiling, telephone outlets, electrical switches and outlets and Building standard heating, ventilation and air conditioning equipment and controls (such construction plans, when approved, and all changes and amendment thereto agreed to by Landlord and Tenant in writing, are herein called the "Construction Plans" and all leasehold improvements requested by the Construction Plans are herein called "Tenant's Improvements") Landlord and Tenant will each promptly review each phase of plans and Tenant will use its best efforts to respond to submitted plans within three (3) days after receiving same Each response shall include specific comments and objections to enable the space planner to make and understand the requested changes The foregoing process shall continue until the Construction Plans are approved by Tenant and Landlord If Tenant fails to respond to plans within any three (3) business day period, Tenant will be deemed to have approved such plans

1 2 Compliance With Disability Acts Tenant shall promptly provide Landlord and Landlord's space planner and/or architect, as applicable, with all information needed to cause the construction of Tenant's Improvements to be completed such that Tenant, the First Expansion Space and Tenant's Improvements (as constructed) will be in compliance with the Disability Acts **TENANT SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) INCURRED BY OR ASSERTED AGAINST LANDLORD BY REASON OF OR IN CONNECTION WITH ANY VIOLATION OF THE DISABILITY ACTS ARISING FROM OR OUT OF** (x) information or design and space plans furnished to Landlord by Tenant (or the lack of complete and accurate information so furnished) concerning Tenant's Improvements, (y) Tenant's employer-employee obligations, or (z) after the First Expansion Space Commencement Date, violations by Tenant and/or Tenant's Improvements or the First Expansion Space not being in compliance with the Disability Acts as the result of changes in regulations or law or interpretations thereof not in effect on the First Expansion Space Commencement Date The foregoing indemnity shall not include any claims, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of the negligence or gross negligence of Landlord or Landlord's employees, agents or contractors Without limiting the foregoing, if Landlord constructs Tenant's Improvements based

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on any special requirements or improvements required by Tenant, or upon information furnished by Tenant that later proves to be inaccurate or incomplete resulting in any violation of the Disability Acts, Tenant shall be solely liable to correct such violations and to bring the improvements into compliance with the Disability Acts as promptly as is practicable Without in any way limiting the foregoing, Tenant shall be responsible for causing all restrooms located within the First Expansion Space to comply with the Disabilities Act.

1.3 Changes to Approved Plans If any re-drawing or re-drafting of either the Space Plan or the Construction Plans is necessitated by Tenant's requested changes (all of which shall be subject to approval by Landlord and, if applicable, the Texas Department of Licensing & Regulation and any other governmental agency or authority to which the plans and specifications are required to be submitted), the expense of any such re-drawing or re-drafting required in connection therewith and the expense of any work and improvements necessitated by such re-drawing or re-drafting will be charged to Tenant.

2. **Construction and Costs of Tenant's Improvements**

2.1 Construction Obligation and Finish Allowance.

(a) Landlord agrees to construct Tenant's Improvements, at Tenant's cost and expense, provided, however, Landlord shall provide Tenant with an allowance up to $15 00 per square foot of Rentable Area in the First Expansion Space (the **"First Expansion Space Finish Allowance"**), which allowance shall be disbursed by Landlord, from time to time, for payment of (in the following priority) the following costs (collectively referred to as the **"Permitted Costs"**) (i) the contract sum required to be paid to the general contractor engaged to construct Tenant's Improvements (the **"Contract Sum"**), (ii) the fees of the preparer of the Space Plan and the Construction Plans, and (iii) payment of the Construction Management Fee (hereinafter defined) In consideration of Landlord administering the construction of Tenant's Improvements, Tenant agrees to pay Landlord a fee equal to five percent (5%) of the Contract Sum to construct Tenant's Improvements (the **"Construction Management Fee"**) The Construction Management Fee shall be paid to Landlord at the same time as periodic payments are made to the general contractor on the basis of the percentage of Tenant's Improvements set forth in the applicable application for payment. Notwithstanding the foregoing provisions of this Section 2.1(a), Tenant shall be entitled to use up to $144,630 00 ($3 00 per square foot of Rentable Area of the First Expansion Space) of the First Expansion Space Finish Allowance for the payment of the Contract Sum (and only the Contract Sum) payable in connection with the construction of Tenant's Improvements in the Initial Premises (i e., Tenant shall not be entitled to use any of the $144,630 00 for cabling costs, furniture, relocation expenses or any cost other than the Contract Sum)

(b) In addition to providing the Finish Allowance, Landlord shall, at Landlord's cost (with the understanding that none of such costs shall constitute Operating Expenses), perform the following

1 install within the First Expansion Space new Building standard horizontal mini-blinds on all exterior windows, and

2. retrofit the existing light fixtures in the First Expansion Space with new Building standard energy efficient ballasts and lamps, it being understood that Landlord will not replace or relocate existing light fixtures

(c) Tenant recognizes that the First Expansion Space is second generation space Tenant shall have the right to utilize all improvements within the First Expansion Space, with the understanding that any Building standard improvements such as doors, frames, hardware, ceiling tiles, light fixtures and sprinkler heads not used by Tenant shall be returned to Building stock.

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2 2 Bidding

(a) Within five (5) days after both Landlord and Tenant agree to the Construction Plans, Landlord shall request at least four (4) mutually acceptable contractors authorized to perform work in the Building to bid (i) the contractor's profit, overhead and general conditions which would be included in the Contract Sum, and (ii) the time to complete the construction of Tenant's Improvements assuming that the drawings and specifications will not require any special order materials or finishes and the bulk of the First Expansion Space will be finished without enclosed offices. The bid package shall provide that the construction of Tenant's Improvements will be on a cost of the work basis, with the exception that a contractor's profit, overhead and general conditions shall be as bid by that contractor

(b) Landlord agrees that Tenant shall have the right to participate in the preparation of the bid instructions, attend the bid opening, and clarify and qualify all bids Tenant shall have three (3) days after the bid opening within which to accept one of the submitted bids Tenant shall have the right to require submitters of bids to clarify their bids, if necessary, provided, however, no contractor shall be permitted to deliver clarifications more than three (3) days after bid opening If Tenant fails to accept one of the submitted bids by within six (6) days after submission of bids, then Tenant shall be deemed to have approved the lowest submitted bid.

(c) Notwithstanding the provisions of paragraphs (a) and (b) preceding, Landlord and Tenant intend to consider immediately the benefits of engaging a contractor on a negotiated basis as opposed to a bid basis, in order to expedite the completion of Tenant's Improvements If Landlord and Tenant agree to engage a contractor on a negotiated basis, Tenant shall have the right to review all documentation and schedules of values, participate in all negotiations, and review all contracts, all with a view toward expediting the construction of Tenant's Improvements

3 Delays

3 1 Delays in the completion of construction of Tenant's Improvements or in obtaining a certificate of occupancy, if required by the applicable governmental authority, caused by Tenant, Tenant's Contractors (hereinafter defined) or any person, firm or corporation employed by Tenant or Tenant's Contractors shall constitute **"Tenant Delays"**

3 2 Whenever a period of time is prescribed in this Exhibit for action to be taken by Landlord or Tenant or their respective contractors and consultants, the party taking the action shall be not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party

4 Substantial Completion and Punch List. The terms **"Substantial Completion"** and **"Substantially Complete"**, as applicable, shall mean when Tenant's Improvements are sufficiently completed in accordance with the Construction Plans so that Tenant can reasonably use the First Expansion Space for the Permitted Use (as described in Item 12 of the Basic Lease Provisions) Without in any way limiting Landlord's obligation to complete Tenant's Improvements, the parties agree that Tenant's Improvements shall be deemed to be sufficiently complete to use the First Expansion Space for the Permitted Use at such time as the City of Dallas completes a final inspection of the First Expansion Space and authorizes the use of the First Expansion Space When Landlord considers Tenant's Improvements to be Substantially Complete, Landlord will notify Tenant and within two (2) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the First Expansion Space and identify any necessary touch-up work, repairs and minor completion items as are necessary for final completion of Tenant's Improvements Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his agreement on punch list items Landlord will use reasonable efforts to cause the contractor to complete all punch list items within thirty (30) days after agreement thereon

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5 **Tenant's Contractors** If Tenant should desire to enter the First Expansion Space or authorize its agent to do so prior to the First Expansion Space Commencement Date of the Lease, to perform approved work not requested of the Landlord, Landlord shall permit such entry if

(a) Tenant shall use only such contractors which Landlord shall approve in its reasonable discretion and Landlord shall have approved the plans to be utilized by Tenant, which approval will not be unreasonably withheld, and

(b) Tenant, its contractors, workmen, mechanics, engineers, space planners or such others as may enter the First Expansion Space (collectively, "**Tenant's Contractors**"), work in harmony with and do not in any way disturb or interfere with Landlord's space planners, architects, engineers, contractors, workmen, mechanics or other agents or independent contractors in the performance of their work (collectively, "**Landlord's Contractors**"), it being understood and agreed that if entry of Tenant or Tenant's Contractors would cause, has caused or is causing a material disturbance to Landlord or Landlord's Contractors, then Landlord may, with notice, refuse admittance to Tenant or Tenant's Contractors causing such disturbance, and

(c) Tenant (notwithstanding the first sentence of subsection 7 201 of the Supplemental Lease Provisions), Tenant's Contractors and other agents shall provide Landlord sufficient evidence that each is covered under such Worker's Compensation, public liability and property damage insurance as Landlord may reasonably request for its protection

Landlord shall not be liable for any injury, loss or damage to any of Tenant's installations or decorations made prior to the First Expansion Space Commencement Date and not installed by Landlord Tenant shall indemnify and hold harmless Landlord and Landlord's Contractors from and against any and all costs, expenses, claims, liabilities and causes of action arising out of or in connection with work performed in the First Expansion Space by or on behalf of Tenant (but excluding work performed by Landlord or Landlord's Contractors) Landlord is not responsible for the function and maintenance of Tenant's Improvements which are different than Landlord's standard improvements at the Property or improvements, equipment, cabinets or fixtures not installed by Landlord. Such entry by Tenant and Tenant's Contractors pursuant to this Section 5 shall be deemed to be under all of the terms, covenants, provisions and conditions of the Lease except the covenant to pay Rent.

6 **Construction Representatives** Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other

LANDLORD'S REPRESENTATIVE

NAME	Danny Horan
ADDRESS	8750 North Central Expressway Suite 1000 Dallas, Texas
PHONE	214-750-4684
FAX	214-750-1228

TENANT'S REPRESENTATIVE

NAME	Jim Pratt
ADDRESS	11052 Grader, Suite 1000 Dallas, Texas 75238
PHONE	214-342-7000
FAX	214-342-7090

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SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (this "Amendment") is entered into on this 8th day of April, 1997, by and between NORTHPARK CENTRAL - VEFII, L P ("Landlord"), successor-in-interest to Connecticut General Life Insurance Company and EXCEL TELECOMMUNICATIONS, INC ("Tenant")

W I T N E S S E T H

WHEREAS, CIGNA and Tenant entered into that certain Office Lease Agreement (the "Lease Agreement") dated February 1, 1996 covering the Premises (as defined in the Lease), which premises are comprised of the entire Rentable Area (as defined in the Lease) of the 15th, 16th, 17th, 18th, 19th, and 20th floors in the building (the "Building") commonly known as Northpark Central in Dallas, Texas,

WHEREAS, CIGNA and Tenant entered into that certain First Amendment to Office Lease Agreement (the "First Amendment") dated as of May 31, 1996, wherein the Premises were expanded to include the First Expansion Space and the Storage Premises (each as defined in the First Amendment) (the Lease Agreement, as so amended, being hereinafter referred to as the "Lease"), and

WHEREAS, Tenant desires (i) to expand the Premises to include all of the Rentable Area on the 4th and 5th floors of the Building (the "Second Expansion Space"), which contain 48,210 square feet of Rentable Area, and (ii) to further modify the terms of the Lease as provided herein

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10 00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows

1 Premises Effective as of the Second Expansion Commencement Date (as hereinafter defined) the Premises shall be expanded to include the Second Expansion Space so that the Premises shall consist of a total Agreed Rentable Area of 247,739 square feet As used herein, the term "Second Expansion Commencement Date" shall mean the earlier date to occur of (i) the Target Completion Date, (ii) the Completion Date (as defined in Exhibit A), provided that the Completion Date shall be adjusted backward by one (1) day for each day of Tenant Delay (as defined in Exhibit A), (iii) Tenant's occupancy of the Second Expansion Space for the purpose of conducting Tenant's business and (iv) seven (7) days after Tenant substantially furnishes and equips the Second Expansion Space The Target Completion Date shall be ninety (90) days after the date Landlord makes the Second Expansion Space available for construction of leasehold improvements Tenant shall have no right to occupy any portion of the Second Expansion Space prior to (i) the Completion Date, (ii) issuance of a certificate of completion or other document or permit issued by the applicable governmental authority authorizing Tenant's occupancy of the Second Expansion Space and (iii) Landlord's receipt of an Acceptance of Premises Memorandum executed by Tenant and covering the Second Expansion Space

2 Lease Term The Term of the Lease with respect to the Second Expansion Space shall commence on the Second Expansion Commencement Date and terminate on July 31, 2003

3 Basic Annual Rental Tenant's Basic Annual Rental with respect to the Second Expansion Space shall commence on the Second Expansion Commencement Date and shall be $855,727 50, payable in equal monthly installments, each such

monthly installment due and payable on the first (1st) day of each calendar month, in advance

4 Operating Expense Stop and Real Estate Taxes Stop The Operating Expense Stop and the Real Estate Tax Stop for the Second Expansion Space shall be the same as is applicable to the Premises

5 Tenant's Pro Rata Share Percentage Effective as of the Second Expansion Commencement Date, the Lease shall be amended to reflect that Tenant's Pro Rata Share Percentage shall be 50 3736%

6 Delivery of Second Expansion Space Subject to Landlord's completion of its obligations under Exhibit A, Tenant hereby accepts the Second Expansion Space "as is" and in its present condition, and hereby acknowledges and agrees the Second Expansion Space is suitable for the use(s) and purpose(s) intended, and that Landlord shall have no obligation to alter, refurbish, repair or otherwise improve the Second Expansion Space except as set forth in Exhibit A attached hereto and made a part hereof for all purposes Landlord shall construct and install leasehold improvements in the Second Expansion Space pursuant to the work letter attached hereto as Exhibit A and made a part hereof for all purposes

7 Renewal Right Tenant's sole renewal right with respect to the Second Expansion Space shall be as set forth in Rider 2 attached to the Lease Agreement

8 Acceptance of Premises Memorandum Upon substantial completion of the Leasehold Improvements (as defined in Exhibit A), Landlord and Tenant shall execute an Acceptance of Premises Memorandum in substantially the form of Exhibit E attached to the Lease Agreement If Tenant occupies the Second Expansion Space without executing the Acceptance Premises Memorandum, Tenant shall be deemed to have accepted such space for all purposes

9 Miscellaneous

(a) Any capitalized term or phrase used in this Amendment shall have the same meaning as the meaning ascribed to such term or phrase in the Lease unless expressly otherwise defined in this Amendment

(b) In the event that the terms of the Lease conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern

(c) Except as amended by this Amendment, the terms of the Lease remain in full force and effect

(d) This Amendment shall become effective only upon execution and delivery by both Landlord and Tenant

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above

LANDLORD

NORTHPARK CENTRAL - VEFII, L P ,
a Georgia limited partnership

By NORTHPARK VEFII SUB, INC ,
a Georgia corporation,
its sole general partner

By _____
Name STEPHEN S WILLIAMS
Title VICE PRESIDENT

TENANT

EXCEL TELECOMMUNICATIONS, INC ,
a Texas corporation

By _____
Name Kenneth A Trewitt
Title President and CEO

EXHIBIT A

SECOND EXPANSION SPACE WORK LETTER
PLANS TO BE APPROVED/FINISH ALLOWANCE

This Exhibit is attached to and a part of that certain Second Amendment of Lease (the "Amendment"), executed by and between Northpark Central - VEFII, L P ("Landlord") and Excel Telecommunications, Inc ("Tenant")(the Amendment together with the Lease [as defined in the Amendment], hereinafter referred to as the "Lease") Any capitalized term not defined herein shall have the meaning assigned to it in the Lease Landlord and Tenant mutually agree as follows

1 1 Plans Tenant's space planner, at Tenant's expense, shall prepare and deliver to Landlord for Landlord's approval a space plan for the Second Expansion Space showing, regardless of the quantities of such items, the location of all partitions and doors and the lay-out of the Second Expansion Space Tenant will at all times cooperate with its space planner, furnishing all reasonable information and material concerning Tenant's organization, staffing, growth expectations, physical facility needs (including, without limitation, needs arising by reason of the Americans with Disabilities Act of 1990 and the Texas Elimination of Architectural Barriers Act, each as amended from time to time, and all regulations and guidelines issued by authorized agencies with respect thereto [collectively the "Disability Acts"]), equipment, inventory, etc , necessary for the space planner to effectively end expeditiously arrive at an acceptable lay-out of the Second Expansion Space If the space plan is not approved in writing by both Landlord and Tenant by the date that is fifteen (15) days after Tenant's delivery of the first proposed space plan to Landlord, then each day after such date that the space plan is not approved by Tenant shall constitute one (1) day of Tenant delay Promptly after the space plan is approved by Landlord and Tenant, Landlord will cause Furstenwerth & Bagley Design, Inc , at Tenant's expense, to commence and promptly pursue completion of construction plans for the leasehold improvements contemplated by the space plan, including complete detail and finish drawings for partitions, doors, reflected ceiling, telephone outlets, electrical switches and outlets and Building standard heating, ventilation and air conditioning equipment and controls (such construction plans, when approved, and all changes and amendments thereto agreed to by Landlord and Tenant in writing, are herein called the "Construction Plans" and all leasehold improvements requested by the Construction Plans are herein called "Tenant's Improvements") Landlord and Tenant will each promptly review each phase of plans and Tenant will use its best efforts to respond to submitted plans within three (3) business days after receiving same Each response shall include specific comments and objections to enable the space planner to make and understand the requested changes The foregoing process shall continue until the Construction Plans are approved by Tenant and Landlord If Tenant fails to respond to plans within any three (3) business day period, Tenant shall be deemed to have approved such plans

1 2 Compliance with Disability Acts Tenant shall promptly provide its space planner and/or architect, as applicable, with all information needed to cause the construction of Tenant's Improvements to be completed such that Tenant, the Second Expansion Space and Tenant's Improvements (as constructed) will be in compliance with the Disability Acts TENANT SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) INCURRED BY OR ASSERTED AGAINST LANDLORD BY REASON OF OR IN CONNECTION WITH ANY VIOLATION OF THE DISABILITY ACTS ARISING FROM OR OUT OF (x) information or design and space plans furnished to Landlord by Tenant (or the lack of complete and accurate information so furnished) concerning Tenant's

Improvements, (y) Tenant's employer-employee obligations, or (z) after the Second Expansion Commencement Date, violations by Tenant and/or Tenant's Improvements or the Second Expansion Space not being in compliance with the Disability Acts as the result of changes in regulations or law or interpretations thereof not in effect on the Second Expansion Commencement Date The foregoing indemnity shall not include any claims, liabilities or expenses (including reasonable attorneys' fees and expenses) arising out of the negligence or gross negligence of Landlord or Landlord's employees, agents or contractors Without limiting the foregoing, if Landlord constructs Tenant's Improvements based on any special requirements or improvements required by Tenant, or upon information furnished by Tenant that later proves to be inaccurate or incomplete resulting in any violation of the Disability Acts, Tenant shall be solely liable to correct such violations and to bring the improvements into compliance with the Disability Acts as promptly as is practicable Without in any way limiting the foregoing, Tenant shall be responsible for causing all restrooms located within the Second Expansion Space to comply with the Disability Acts

1 3 Changes to Approved Plans If any re-drawing or re-drafting of either the space plan or the Construction Plans is necessitated by Tenant's requested changes (all of which shall be subject to approval by Landlord and, if applicable, the Texas Department of Licensing and Regulation and any other governmental agency or authority to which the plans and specifications are required to be submitted), the expense of any such re-drawing or re-drafting required in connection therewith and the expense of any work and improvements necessitated by such re-drawing or re-drafting will be charged to Tenant

2 Construction and Costs of Tenant's Improvements

2 1 Construction Obligation and Finish Allowance

(a) Landlord agrees to construct Tenant's Improvements, at Tenant's cost and expense, provided, however, landlord shall provide Tenant with an allowance up to $15 00 per square foot of Rentable Area in the Second Expansion Space (the "Second Expansion Space Finish Allowance"), which allowance shall be disbursed by Landlord, from time to time, for payment of (in the following priority) the following costs (collectively referred to as the "Permitted Costs") (1) the contract sum required to be paid to the general contractor engaged to construct Tenant's Improvements (the "Contract Sum"), (11) the fees of the preparers of the space plan, the Construction Plans and the updating of the "as built" drawings of the Building, and (111) payment of the Construction Management Fee (hereinafter defined) In consideration of Landlord administering the construction of the Tenant's Improvements, Tenant agrees to pay Landlord a fee equal to five percent (5%) of the cost to construct Tenant's Improvements (the "Construction Management Fee") The Construction Management Fee shall be paid to Landlord at the same time as periodic payments are made to the general contractor on the basis of the percentage of Tenant's Improvements as set forth in the applicable application for payment Notwithstanding the foregoing provisions of this Section 2 1(a), Tenant shall be entitled to use up to $144,630 00 ($3 00 per square foot of Rentable Area of the Second Expansion Space) of the Second Expansion Space Finish Allowance for the payment of the Contract Sum (and only the Contract Sum) payable in connection with the construction of Tenant's Improvements in the Initial Premises (i e , Tenant shall not be entitled to use any of the $144,630 00 for cabling costs, furniture, relocation expenses or any cost other than the Contact Sum) In the event that the cost and expense of the construction and installation of Tenant's Improvements exceed the Second Expansion Space Finish Allowance, then, prior to Landlord's awarding of the construction contract or, as applicable, Landlord authorizing the commencement of the construction of any change order work, and in any event, within

five (5) days following Landlord's demand, Tenant shall deposit with Landlord, Landlord's good faith, reasonable estimate of such excess cost

(b) In addition to providing the Second Expansion Space Finish Allowance, Landlord shall, at Landlord's cost (with the understanding that none of such costs shall constitute Operating Expenses), perform the following

1 install within the Second Expansion Space new Building standard horizontal mini-blinds on all exterior windows, and

2 retrofit the existing light fixtures in the Second Expansion Space with new Building standard energy efficient ballasts and lamps, it being understood that Landlord will not replace or relocate existing light fixtures

(c) Tenant recognizes that the Second Expansion Space is second generation space Tenant shall have the right to utilize all improvements within the Second Expansion Space, with the understanding that any Building standard improvements such as doors, frames, hardware, ceiling tiles, light fixtures and sprinkler heads not used by Tenant shall be returned to Building stock

2 2 Bidding

(a) Within five (5) days after both Landlord and Tenant agree to the Construction Plans, Landlord shall request at least three (3) mutually acceptable contractors authorized to perform work in the Building to bid (i) the contractor's profit, overhead and general conditions which would be included in the Contract Sum, and (ii) the time to complete the construction of Tenant's Improvements assuming that all drawings and specifications will not require any special order materials or finishes and the bulk of the Second Expansion Space will be finished without enclosed offices The bid package shall provide that the construction of Tenant's Improvements will be on a cost of the work basis, with the exception that a contractor's profit, overhead and general conditions shall be as bid by that contractor

(b) Landlord agrees that Tenant shall have the right to participate in the preparation of the bid instructions, attend the bids opening, and clarify and qualify all bids Tenant shall have three (3) days after the bid opening within which to accept one of the submitted bids Tenant shall have the right to require submitters of bids to clarify their bids, if necessary, provided, however, no contractor shall be permitted to deliver clarifications more than three (3) days after bid opening If Tenant fails to accept one of the submitted bids by within six (6) days after submission of bids, then Tenant shall be deemed to have approved the lowest submitted bid

(c) Notwithstanding the provisions of paragraphs (a) and (b) preceding, Landlord and Tenant intend to consider immediately the benefits of engaging a contractor on a negotiated basis as opposed to a bid basis, in order to expedite the completion of Tenant's Improvements If Landlord and Tenant agree to engage a contractor on a negotiated basis, Tenant shall have the right to review all documentation and schedules of values, participate in all negotiations, and review all contracts, all with a view toward expediting the construction of Tenant's Improvements

3 Delays

3 1 Delays in the completion of construction of Tenant's Improvements or in obtaining a certificate of occupancy, if required by the applicable governmental authority, caused by

Tenant, Tenant's Contractors (hereinafter defined) or any person, firm or corporation employed by Tenant or Tenant's Contractors shall constitute "Tenant Delays"

3 2 Whenever, a period of time is prescribed in this Exhibit for action to be taken by Landlord or Tenant or respective contractors and consultants, the part taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party

4 Substantial Completion and Punch List The terms "Substantial Completion" and "Substantially Complete", as applicable, shall mean when Tenant's Improvements are sufficiently completed in accordance with the Construction Plans so that Tenant can reasonably use the Second Expansion Space for the Permitted Use (as described in Item 12 of the Basic Lease Provisions) Without in any way limiting Landlord's obligation to complete Tenant's Improvements, the parties agree that Tenant's Improvements shall be deemed to be sufficiently complete to use the Second Expansion Space for the Permitted Use at such time as the City of Dallas completes a final inspection of the Second Expansion Space and authorizes the use of the Second Expansion Space When Landlord considers Tenant's Improvements to be Substantially Complete, Landlord will notify Tenant and within two (2) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Second Expansion Space and identify any necessary touch-up work, repairs and minor completion items as are necessary for final completion of Tenant's Improvements Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his agreement on punch list items Landlord will use reasonable efforts to cause the contractor to complete all punch list items within thirty (30) days after an agreement thereon

5 Tenant's Contractors If Tenant should desire to enter the Second Expansion Space or authorize its agent to do so prior to the Second Expansion Commencement Date, to perform approved work not requested of the Landlord, Landlord shall permit such entry if

(a) Tenant shall use only such contractors which Landlord shall approve in its reasonable discretion and Landlord shall have approved the plans to be utilized by Tenant, which approval will not be unreasonably withheld, and

(b) Tenant, its contractors, workmen, mechanics, engineers, space planners or such others as may enter the Second Expansion Space (collectively, "Tenant's Contractors"), work in harmony with and do not in any way disturb or interfere with Landlord's space planners, architects, engineers, contractors, workmen, mechanics or other agents or independent contractors in the performance of their work (collectively "Landlord's Contractors"), it being understood and agreed that if entry of Tenant or Tenant's Contractors would cause, has caused or is causing a material disturbance to Landlord or Landlord's Contractors, then Landlord may, with notice, refuse admittance to Tenant or Tenant's Contractors causing such disturbance, and

(c) Tenant, notwithstanding the first sentence of subsection 7 201 of the Supplemental Lease Provisions), Tenant's Contractors and other agents shall provide Landlord sufficient evidence that each is covered under such Worker's Compensation, public liability (with Landlord and Landlord's managing agent named as additional insureds,) and property damage insurance as Landlord may reasonably request for its protection

Landlord shall not be liable for any injury, loss or damage to any of Tenant's installations or decorations made prior to the Second Expansion Commencement Date and not installed by Landlord Tenant shall indemnify and hold harmless Landlord and Landlord's Contractors from and against any and all costs, expenses, claims, liabilities and causes of action arising out of or in connection with work performed in the Second Expansion Space by or on behalf of Tenant (but excluding work performed by Landlord or Landlord's Contractors) Landlord is not responsible for the function and maintenance of Tenant's Improvements which are different than Landlord's standard improvements at the Building or improvements, equipment, cabinets or fixtures not installed by Landlord Such entry by Tenant and Tenant's Contractors pursuant to this Paragraph 5 shall be deemed to be under all of the terms, covenants, provisions and conditions of the Lease except the covenant to pay Rent

6 Construction Representatives Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representatives upon written notice to the other

LANDLORD'S REPRESENTATIVE

NAME	Richard Tavern
ADDRESS	COMPASS Management and Leasing, Inc 12377 Merit Drive, Suite 1400 Dallas, Texas 75251
PHONE	972-233-3600
FAX	972-934-7895

TENANT'S REPRESENTATIVE

NAME	Jim Pratt
ADDRESS	4550 Excel Parkway Addison, Texas 75248
PHONE	(972) 738-1660
FAX	(972) 738-1699

THIRD AMENDMENT TO
OFFICE LEASE AGREEMENT

This Third Amendment to Office Lease Agreement ("**Amendment**") is entered into as of ~~August~~ Oct 23, 2000, by and between **NORTHPARK CENTRAL - VEFII, L.P.**, a Georgia limited partnership, as Landlord ("**Landlord**"), successor-in-interest to Connecticut General Life Insurance Company ("**CIGNA**"), and **EXCEL TELECOMMUNICATIONS, INC.**, a Texas corporation, as Tenant ("**Tenant**")

RECITALS:

A WHEREAS, CIGNA and Tenant entered into that certain Office Lease Agreement (the "**Lease Agreement**") dated February 1, 1996, covering the Premises (as defined in the Lease Agreement) located on the 15th, 16th, 17th, 18th, 19th, and 20th floors (the "**Initial Premises**"), containing 145,533 square feet of Agreed Rentable Area, in the building commonly known as Northpark Central located at 8750 N Central Expressway, Dallas, Texas (the "**Building**"),

B WHEREAS, CIGNA and Tenant entered into a First Amendment to Office Lease Agreement (the "**First Amendment**") dated May 31, 1996, wherein the Premises were expanded to include the 48,210 square feet of Agreed Rentable Area on the 2nd and 3rd floors of the Building and the 5,786 square feet of Agreed Rentable Area in the Storage Premises (as defined in the First Amendment, the space on the 2nd and 3rd floors of the Building being hereinafter collectively called the "**First Expansion Space**"),

C WHEREAS, Landlord and Tenant entered into a Second Amendment of Lease (the "**Second Amendment**") dated April 8, 1997, wherein the Premises were expanded to include 48,210 square feet of Agreed Rentable Area on the 4th and 5th floors of the Building (the "**Second Expansion Space**") (the Lease Agreement as amended by the First Amendment, the Second Amendment and any other amendments thereto being hereinafter collectively called the "**Lease**", and the Initial Premises, the First Expansion Space, the Second Expansion Space and the Storage Premises being hereinafter collectively called, the "**Premises**"),

D WHEREAS, pursuant to the document entitled "Consent by Landlord to Sublease," Landlord consented to Tenant's sublease of floors 15 and 16 to The Richards Group, Inc , and

E WHEREAS, Tenant desires to renew the term of the Lease with respect to the portion of the Premises containing 96,793 square feet of Agreed Rentable Area located on the 17th, 18th, 19th , and 20th floors of the Building (the "**Renewal Premises**"), but not including the 15th and 16th floors, for only six (6) months rather than the five (5) year renewal term permitted by the renewal option in the Lease and Landlord has agreed to such renewal in consideration of Tenant's agreement to pay an adjusted Basic Rent for the Renewal Premises during the Renewal Term (as defined below)

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree as follows

1 Lease Renewal The term of the Lease with respect to the Renewal Premises is hereby renewed and extended for an additional six (6) months from the current Expiration Date of July 31, 2001 (the "**Renewal Term**")

2 Renewal Term The Renewal Term with respect to the Renewal Premises shall commence on August 1, 2001 If not sooner terminated in accordance with the provisions of the Lease, the Renewal Term of the Lease with respect to the Renewal Premises shall expire on January 31, 2002 The Expiration Date of the Lease with respect to floors 15 and 16 remains July 31, 2001, and as to all other portions of the Premises remains July 31, 2003

3 Basic Monthly Rental Commencing on the first day of August, 2001, the Basic Annual Rent for the Renewal Premises during the Renewal Term shall be $3,629,737 50 per year based on $37 50 per square foot of Rentable Area within the Renewal Premises The Basic Monthly Rent for the Renewal Premises during the Renewal Term shall be $302,478 13 per month, payable on the first day of each calendar month, in advance until January 1, 2002 The aggregate Basic Monthly Rent for the portion of the Premises located on the 2nd, 3rd, 4th and 5th floors of the Building shall remain $142,621 25 per month The aggregate Basic Monthly Rent for the portion of the Premises located on the 15th and 16th floors shall remain $76,156 25 until July 31, 2001 The Basic Monthly Rent for the Storage Premises shall remain $3,857 33 Commencing on August 1, 2001, the total Basic Monthly Rent for the Renewal Premises and all other portions of the Premises (including the Storage Premises but excluding the 15th and 16th floors) combined during the Renewal Term shall be the total sum of $448,956 71 per month, payable on the first day of each month, in advance, until January 1, 2002 Thereafter, the monthly rental for the remainder of the Premises, which consists of the 2nd through the 5th Floors and the Storage Premises, shall be $146,478 58 until July 31, 2003

4 Tenant's Pro Rata Share Percentage Beginning August 1, 2001, Tenant's Pro Rata Share Percentage shall reflect the termination of floors 15 and 16 and shall be reduced to 40 4631% Beginning February 1, 2002, Tenant's Pro Rata Share Percentage shall reflect the termination of floors 17, 18, 19 and 20 and shall be reduced to 20 7819%

5 No Additional Renewal or Expansion Rights The renewal evidenced by this Amendment shall satisfy Tenant's one-time right to renew the Lease with respect to the Renewal Premises as set forth in Rider 1, Renewal Option, attached to the Lease Tenant shall have no additional rights to renew the Lease with respect to the Renewal Premises or any other portion of the Premises Tenant hereby waives any and all other renewal and expansion rights that it may have had pursuant to the Lease and any amendments thereto

6 Holding Over If Tenant or anyone claiming through Tenant fails to vacate the Renewal Premises upon the expiration or earlier termination of the Renewal Term, such holding over shall be subject to the terms and provisions of Section 1 4 of the Lease as applied to the Renewal Premises only

7 Lease in Force Except as amended hereby, the Lease shall remain unchanged and continue in full force and effect In the event of any conflict between this Amendment and the Lease, this Amendment shall control

8 Effective Upon Execution This Amendment shall become effective only upon execution and delivery by both Landlord and Tenant

9 Defined Terms All terms used herein with an initial capital letter not otherwise defined herein shall have the meaning for such term set forth in the Lease

10 Counterparts This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original but all of which shall constitute one and the same instrument It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart

11 Severability If any term, covenant or condition of this Amendment is held to be invalid, illegal or unenforceable in any respect, this Amendment shall be construed without such provision

EXECUTED as of the date first set forth above

Landlord:

NORTHPARK CENTRAL - VEFII, L P ,
a Georgia limited partnership

By NORTHPARK VEFII SUB, INC ,
a Georgia corporation,
its sole general partner

By _____
Name MATTHEW C. HURLBUT
Title VICE PRESIDENT

Tenant:

EXCEL TELECOMMUNICATIONS, INC,
a Texas corporation

By _____
Name KEVIN PENNINGTON
Title EVP- ADMINISTRATION

_____
JAMES G. TIMMER
EVP & CFO

FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE (this "Amendment") is entered into on this 16th day of March, 2001, by and between NORTHPARK CENTRAL - VEFII, L P , a Georgia limited partnership ("Landlord"), successor-in-interest to Connecticut General Life Insurance Company ("Original Landlord") and EXCEL TELECOMMUNICATIONS, INC , a Texas corporation ("Tenant")

WITNESSETH

WHEREAS, Original Landlord and Tenant entered into that certain Office Lease Agreement (the "Lease Agreement") dated February 1, 1996 covering the Premises (as defined in the Lease), which premises were comprised of the entire Rentable Area (as defined in the Lease) of the 15th, 16th, 17th, 18th, 19th, and 20th floors in the building (the "Building") commonly known as Northpark Central in Dallas, Texas,

WHEREAS, Original Landlord and Tenant entered into that certain First Amendment to Office Lease Agreement (the "First Amendment") dated as of May 31, 1996, wherein the Premises were expanded to include the First Expansion Space and the Storage Premises (each as defined in the First Amendment),

WHEREAS, Landlord and Tenant entered into that certain Second Amendment of Lease dated April 8, 1997 (the "Second Amendment"), wherein the Premises were expanded to include the Second Expansion Space (as defined in the Second Amendment) so that the Premises currently consist of a total Agreed Rentable Area of 247,739 square feet and that certain Third Amendment to Office Lease Agreement (the Lease Agreement, as so amended, being hereinafter referred to as the "Lease"),

WHEREAS, pursuant to the document entitled Consent to Sublease dated on or about June 30, 2000, Landlord consented to Tenant's sublease of floors 15 and 16 to the Richards Group, Inc , and

WHEREAS, Landlord and Tenant desire (i) to extend the Term of the Lease, (ii) to reduce the size of the Premises as of August 1, 2001, and (iii) to further modify the terms of the Lease as provided herein

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10 00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows

1 Lease Term The Term of the Lease is hereby extended so that the Term of the Lease shall expire on July 31, 2007, unless sooner terminated as provided in the Lease, provided, however, that the Term of the Lease with respect to the second (2nd) and third (3rd) floors and the Storage Space (as defined in the First Amendment) shall expire on July 31, 2003

2 Premises

A. Effective as of July 31, 2001 at 11 59 p m , Tenant shall surrender that portion of the Premises located on the fifteenth (15th) and sixteenth (16th) floors, so that the Agreed Rentable Area of the Premises shall then be 198,999 square feet of Rentable Area comprised of the following areas of the Building

Floor	Rentable Square Feet
2	24,105
3	24,105
4	24,105
5	24,105
17	24,370
18	24,222
19	24,253
20	23,948
Storage Space	5,786
Total	198,999

as outlined on the floor plans attached hereto as Exhibit A and made a part hereof for all purposes and Tenant's Pro Rata Share Percentage shall then be 40 463%

B Effective as of July 31, 2003 at 11 59 p m , Tenant shall surrender that portion of the Premises located on the second (2nd) and third (3rd) floors and, subject to Paragraph 9 of this Amendment, the Storage Space so that the Agreed Rentable Area of the Premises shall then be 145,003 square feet of Rentable Area comprised of the following areas of the Building

Floor	Rentable Square Feet
4	24,105
5	24,105
17	24,370
18	24,222
19	24,253
20	23,948
Total	145,003

as outlined on the floor plans attached hereto as Exhibit A-1 and made a part hereof for all purposes and Tenant's Pro Rata Share Percentage shall then be 29 484%

3 Basic Rental Tenant's Basic Rental for the period commencing on August 1, 2001 shall be as set forth in the following schedule

Floors 17 through 20

Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
8/1/01 - 7/31/07	$21 50	$173,420 79

Floors 4 and 5

Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
8/1/01 - 7/31/03	$17 75	$71,310 63
8/1/03 - 7/31/07	$21 50	$86,376 25

Floors 2 and 3

Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
8/1/01 - 7/31/03	$17 75	$71,310 63

Storage Space

Period	Annual Basic Rental Rate Per Rentable Square Foot	Monthly Basic Rental
8/1/01 - 7/31/03	$8 00	$3,857 33

4 Electricity

A. Effective August 1, 2001, Tenant shall be obligated to pay to Landlord, as Additional Rental, Tenant's Pro Rata Share Percentage of all electrical service to the Building, after deducting therefrom any amounts separately metered or sub-metered for which Landlord is entitled to be paid by other tenants of the Building ("Tenant Pro Rata Electrical Usage") Commencing August 1, 2001, Landlord shall deliver to Tenant a statement which sets forth the Estimated Monthly Charge (as hereinafter defined) due and payable by Tenant under the terms of this Paragraph 4 for electrical service each month during the Term Tenant shall pay to Landlord on the first day of each calendar month during the Term, commencing on August 1, 2001, as Additional Rental, the Estimated Monthly Charge Thereafter, as the actual amounts owed by Tenant for Tenant's Pro Rata Electrical Usage are determined, Landlord shall deliver to Tenant a statement, not more often than monthly, setting forth the electrical service utilized during the period in question and the actual amount owed by Tenant under the terms of this Paragraph 4 in respect of such electrical service If the Estimated Monthly Charge previously paid by Tenant is less than the amount owed by Tenant based upon Landlord's actual utility bills (for the period covered in such bills), Tenant shall pay to Landlord the amount of the deficiency for such period within thirty (30) days after receipt of Landlord's statement. In the event the Estimated Monthly Charge exceeds Tenant's Pro Rata Share Percentage of such costs, the excess payment shall be credited against subsequent amounts due from Tenant for electrical service As used in this Paragraph 4, the term "Estimated Monthly Charge" shall mean Landlord's estimate of the amount due and payable by Tenant each month during the Term with respect to Tenant's Pro Rata Electrical Usage

B Notwithstanding the foregoing, this Paragraph 4 A shall not apply to that portion of the Premises located on the second (2nd) and third (3rd) floors or the Storage Space and shall not apply to that portion of the Premises located on the fourth (4th) and fifth (5th) floors until August 1, 2003

5 Tenant's Operating Expense Stop, Real Estate Taxes Stop

A. Effective as of August 1, 2001, Tenant's Operating Expense Stop with respect to that portion of the Premises located on the seventeenth (17th), eighteenth (18th), nineteenth (19th), and twentieth (20th) floors shall be the Actual Operating Expenses for the calendar year 2001, grossed up in accordance with Paragraph 6 of this Amendment, and Tenant's Real Estate Stop with respect to such portion of the Premises shall be the Actual Real Estate Taxes for the calendar year 2001

B Effective as of August 1, 2001 and continuing through July 31, 2003, Tenant's Operating Expense Stop with respect to that portion of the Premises located on the second (2nd), third (3rd), fourth (4th) and fifth (5th) floors and the Storage Space shall be the Actual Operating Expenses for the calendar year 1996, grossed up in accordance with Paragraph

6 of this Amendment, and Tenant's Real Estate Stop with respect to such portion of the Premises shall be the Actual Real Estate Taxes for the calendar year 1996

C Effective as of August 1, 2003, Tenant's Operating Expense Stop with respect to that portion of the Premises located on the fourth (4th) and fifth (5th) floors shall be the Actual Operating Expenses for the calendar year 2003, grossed up in accordance with Paragraph 6 of this Amendment, and Tenant's Real Estate Stop with respect to such portion of the Premises shall be the Actual Real Estate Taxes for the calendar year 2003

6 Gross Up Effective as of August 1, 2001, Section 2 202 of the Supplemental Provisions of the Lease Agreement shall be amended to read in its entirety as follows

> At any time that the Building is not at least 95% occupied, Operating Expenses shall be grossed up to include all additional costs and expenses of operating, maintaining and managing the Building that vary depending on the occupancy of the Building and which Landlord reasonably determines that it would have incurred, paid or been obligated to pay during such year if the Building had been 95% occupied.

7 Parking Agreement

A Effective as of August 1, 2001, Paragraph 1(a) set forth in Paragraph 11 of the First Amendment is hereby deleted in its entirety and the following is substituted in lieu thereof

> 1 Parking Spaces
>
> (a) During the term of this Lease, Tenant or persons designated by Tenant shall have the right to use up to three (3) parking spaces for each 1,000 rentable square feet in the Premises, other than the Storage Space, in the parking facilities of the Property ("Tenant's Parking Spaces") With the exception of the Reserved Spaces (hereinafter defined), Tenant's Parking Spaces shall be unreserved Tenant may designate up to forty (40) of Tenant's Parking Spaces, from time to time, as reserved spaces (the "Reserved Spaces") which shall be located on the first (1st) level of the Parking Garage

B In addition to Tenant's Parking Spaces, Tenant or persons designated by Tenant shall have the right to use up to one (1) additional unreserved parking space for each 1,000 rentable square feet in the Premises, other than the Storage Space (the "Non-Guaranteed Spaces"), provided, however, that Landlord may terminate from time to time, Tenant's right to one or more of the Non-Guaranteed Spaces by delivering ten (10) days prior written notice to Tenant

C Effective as of August 1, 2001, Paragraph 2 of Exhibit F to the Supplemental Lease Provisions of the Lease Agreement shall be deleted in its entirety and the following shall be substituted in lieu thereof

> 2 Parking Rental Tenant's parking rental for each parking space in the Parking Garage Tenant elects to use (i) with respect to the Reserved Spaces shall be $75 00 (plus applicable taxes) per month per Reserved Space, (ii) with respect to the balance of Tenant's Parking Spaces shall be -0- for the period commencing August 1, 2001 and ending on July 31, 2004 and $25 00 (plus applicable taxes) per month per space thereafter, and (iii) with respect to the Non-Guaranteed Spaces shall be $25 00 (plus applicable taxes) per month per Non-Guaranteed Space

8 Finish Allowance Tenant accepts the Premises in their "as is" condition on the date this Amendment is entered into As of January 1, 2002, Landlord shall provide Tenant with a finish allowance (the "Finish Allowance") in an amount equal to $1,643,989 00 to improve and refurbish the Premises (the "Work") pursuant to plans and specifications approved by Landlord and Tenant (such approval not to be unreasonably withheld or delayed) The Work shall be competitively bid to at least three (3) general contractors approved by Landlord and Tenant All construction information shall be "open book." Tenant may use the Finish Allowance to pay for the cost of construction of the Work, related architectural and engineering services, cabling and wiring for Tenant's data and telecommunication systems in the Premises, construction management fees, signage and costs related to causing the Premises to comply with all applicable governmental laws, codes, rules and regulations, including without limitation, the Americans with Disabilities Act of 1990 and the Texas Accessibility Standards No portion of the Finish Allowance may be used for the purchase of furniture Landlord's construction manager shall supervise the Work and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building, and the Building's systems In consideration for such construction supervision services, Tenant shall pay to Landlord's construction manager upon completion of the Work a construction supervision fee equal to $10,000 00, which fee shall be deducted and paid from the Finish Allowance The Finish Allowance shall be disbursed to Tenant as follows

(i) Tenant may request, from time to time (but not more frequently than monthly and not prior to January 1, 2002), a disbursement from the then remaining balance of the Finish Allowance equal to the unreimbursed cost and expense for that portion of the Work completed at the time of such request However, Tenant may begin Work at any time provided that Landlord shall not be required to reimburse Tenant from the Tenant Finish Work Allowance prior to January 1, 2002

(ii) Tenant's request for disbursement shall be accompanied by (A) copies of all bills or statements for expenses for which the payment is requested, and (B) unconditional lien waivers or releases from all parties who have furnished materials or services or performed labor of any kind in connection with that portion of the Work for which payment is sought by Tenant

Landlord shall pay such disbursement within thirty (30) days following Tenant's completion of the requirements of the foregoing (i) and (ii) Any unused portion of the Finish Allowance as of December 31, 2002 shall be the property of Landlord In the event the cost and expense arising with respect to the Work exceeds the Finish Allowance (the "Excess Finish Cost"), Tenant may elect to amortize the Excess Finish Cost, up to an amount equal to, but not more than, $725,015 00, utilizing a per annum interest rate of 11%, over the then remaining months in the Term of this Lease by increasing the amount of monthly Basic Rental due under the Lease For example, if the Excess Finish Cost equals $10,000 00 and the amount of the Excess Finish Cost is determined when there is fifty-eight (58) months remaining in the Term, then Tenant's Basic Rental obligation would be increased by $223 06 per month for the fifty-eight (58) months remaining in the Term of the Lease

9 Storage Space The Term of the Lease with respect to the Storage Space (as defined in the First Amendment) currently expires on July 31, 2003 By delivering to Landlord written notice of such election on or before June 30, 2003, Tenant may elect to renew the Term of the Lease of the Storage Space for the period commencing August 1, 2003 and ending on July 31, 2007 on the same terms and conditions as the Lease with the exception that the Annual Basic Rental Rate per rentable square foot shall be $10 00, and Tenant shall not pay any proportionate share of electrical service or other pass-through expenses for such space provided the space is used for storage only In the event Tenant uses it for purposes other than storage then Tenant shall pay its proportionate share of electrical service and any pass-through expenses for such space

10 Signage

A Section 15 202 of the Supplemental Lease Provisions of the Lease Agreement is hereby deleted in its entity

B Tenant may, at Tenant's sole cost and expense, place an exterior sign reflecting Tenant's name ("Tenant's Black Stone Sign") on the black stone wall at the main entrance to the Building in the location where the Building name currently exists ("Existing Building Sign"), subject to the following conditions (i) the exact location of Tenant's Black Stone Sign shall be mutually acceptable to Landlord and Tenant and shall be agreed upon within sixty (60) days after the date of this Amendment, (ii) Tenant's Black Stone Sign shall comply with all applicable laws, ordinances, rules and regulations, (iii) Tenant shall, at Tenant's sole cost and expense, remove the Existing Building Sign in a good and workmanlike manner and repair any damage caused by such removal and re-install the Building Sign on the existing granite wall located directly in front of the main entrance to the building, (iv) Landlord shall have the right to approve the design and scheme of Tenant's Black Stone Sign and such approval shall not be unreasonably withheld or delayed, and (v) Tenant shall remove Tenant's Black Stone Sign at such time as this Lease expires or terminates and repair all damage to the black stone wall caused by the installation and/or removal of Tenant's Black Stone Sign.

C Section 15 203 of the Supplemental Lease Provisions of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof

> In the event that (i) the right of The Richards Group, a current tenant of the Building, to signage terminates or otherwise expires and The Richards Group sign is removed from the top of the Building (such signage, the "Richards Group Signage" and the date on which both such conditions are satisfied is herein referred to as the "Richards' Signage Termination Date"), and (ii) on the Richards' Signage Termination Date, (1) the Premises are larger than any other premises leased to another tenant of the Building, (2) Tenant occupies all of the Premises, and (3) the size of the Premises is equal to or greater than 150,000 square feet of Rentable Area ("Tenant's Signage Conditions") including Storage Space, then Tenant shall have the right to construct signage on the top of the Building ("Tenant's Building Sign"), and further subject to the following conditions
>
> (a) Tenant's Building Sign shall display only the name "Excel" and its logo,
>
> (b) Tenant's Building Sign shall comply with all applicable laws, rules and regulations of each applicable governmental entity;
>
> (c) Landlord shall have the right to approve the design, location and installation of Tenant's Building Sign, and such approval shall not be unreasonably withheld or delayed, it being understood that such signage shall not, in Landlord's reasonable opinion, negatively impact the overall aesthetics of the Building Tenant will bear the entire cost to install, use, operate, maintain, repair, replace and remove Tenant's Building Sign (including any mounting devices),
>
> (d) Tenant shall repair any damage to the Building caused by the installation, use, repair, maintenance or removal of Tenant's Building Sign,
>
> (e) Tenant shall indemnify and hold harmless Landlord from and against any and all loss, claim, liability, damage and expense (including reasonable attorneys' fees) incurred by or asserted against Landlord and arising out of or related to the installation, operation, maintenance, use, repair or removal of Tenant's Building Sign, other than any loss, claim, liability, damage and expense arising out of or in connection with the negligence, gross negligence or willful misconduct of Landlord, its agents, representatives or employees, pursuant to this Paragraph 10 C

Notwithstanding the preceding indemnity obligation, if Tenant successfully defends any cause of action brought against Tenant in connection with its obligations under this Paragraph 10 C, Tenant shall not be responsible for the attorneys' fees incurred by Landlord in connection with such cause of action, and

(f) if Tenant installs Tenant's Building Sign on top of the Building pursuant to this Paragraph 10 C, (A) Tenant shall remove Tenant's Building Sign upon the earliest to occur of (i) the expiration or earlier termination of this Lease or Landlord's exercise of its remedies under Section 13 2 of the Supplemental Lease Provisions of the Lease Agreement, and (ii) upon the request of Landlord at any time after the date that Tenant occupies, or the Premises consist of, less than 150,000 square feet of Rentable Area including Storage Space and (B) Landlord shall have the right, at Tenant's cost, to remove Tenant's Black Stone Sign and, at Landlord's election, return the Existing Building Sign to the black stone wall

Tenant's rights under this Paragraph 10 C shall terminate and be of no further force or effect if Tenant fails to elect to commence the erection of Tenant's Building Sign on the top of the Building within sixty (60) days after Tenant has been notified by Landlord that such signage is available and after all of Tenant's signage conditions are satisfied

D The rights set forth in this Paragraph 10 are personal to Tenant and may not be assigned to any party (other than to an affiliate of the undersigned Tenant)

11 Building Hours The word "6 00 p m " in the first sentence of Sections 5 101 and 5 102 of the Supplemental Lease Provisions of the Lease Agreement is hereby amended to read "7 00 p.m "

12 Density Section 4 102 of the Supplemental Lease Provisions of the Lease Agreement is hereby deleted in its entirety and the following shall be substituted in lieu thereof

4 102 Certain Limitations on Density The population density within the Premises as a whole shall at no time exceed 4 persons for each 1,000 square feet of Rentable Area of the Premises If the population density within the Premises as a whole exceeds 3 persons for each 1,000 square feet of Rentable Area of the Premises, Tenant shall pay the cost incurred by Landlord to modify the Building's heating and air conditioning system to accommodate such heavier density Tenant may use any portion of the Finish Allowance to pay for such cost provided that Tenant does so prior to December 31, 2002

13 Extension Option. Subject to Subsections B and D below, Tenant may at its option extend the Term of this Lease for the entire Premises for one period of five (5) years (the "Renewal Term") upon the same terms contained in this Lease, except for the amount of Basic Rent payable during the Renewal Term. Tenant shall have no additional extension option

A. The Basic Rent during the Renewal Term shall be the Market Rate for a term commencing on the first day of the Renewal Term "Market Rate" shall mean the then prevailing market rate for a comparable term commencing on the first day of the Renewal Term for tenants of comparable size and creditworthiness for comparable space in the Building and other office buildings comparable to and in the vicinity of the Building

B To exercise any option, Tenant must deliver a binding notice to Landlord not less than twelve (12) months prior to the expiration of the Term Thereafter, the Market Rate for the particular Renewal Term shall be calculated pursuant to Subsection C below and Landlord shall inform Tenant of the Market Rate Such calculations shall be final and shall not

be recalculated at the actual commencement of such Renewal Term If Tenant fails to timely give its notice of exercise, Tenant will be deemed to have waived its option to extend

C Market Rate shall be determined as follows

(i) If Tenant provides Landlord with its notice of exercise pursuant to Subsection B above, then Landlord shall calculate and inform Tenant of the Market Rate within ten (10) days after Landlord's receipt of Tenant's notice of exercise If Tenant rejects the Market Rate as calculated by Landlord, Tenant shall inform Landlord of its rejection within ten (10) days after Tenant's receipt of Landlord's calculation, and Landlord and Tenant shall commence negotiations to agree upon the Market Rate If Tenant fails to timely reject Landlord's calculation of the Market Rate it will be deemed to have accepted such calculation and Tenant's notice of exercise shall be binding If Landlord and Tenant are unable to reach agreement within twenty-one (21) days after Landlord's receipt of Tenant's notice of rejection, Tenant may rescind its exercise of the renewal option by delivering written notice thereof within ten (10) days following such twenty-one (21) day period. If Tenant's fails to timely deliver such rescission notice, then the Market Rate shall be determined in accordance with (ii) below and Tenant's notice of exercise shall be binding

(ii) If Landlord and Tenant are unable to reach agreement on the Market Rate within said twenty-one (21) day period, then within seven (7) days, Landlord and Tenant shall each simultaneously submit to the other in a sealed envelope its good faith estimate of the Market Rate If the higher of such estimates is not more than one hundred five percent (105%) of the lower, then the Market Rate shall be the average of the two Otherwise, the dispute shall be resolved by arbitration in accordance with (iii) below

(iii) Within seven (7) days after the exchange of estimates, the parties shall select as an arbitrator an independent MAI appraiser with at least ten (10) years of experience in appraising office space in the metropolitan area in which the Project is located (a "Qualified Appraiser") If the parties cannot agree on a Qualified Appraiser, then within a second period of seven (7) days, each shall select a Qualified Appraiser and within ten (10) days thereafter the two appointed Qualified Appraisers shall select a third Qualified Appraiser and the third Qualified Appraiser shall be the sole arbitrator If one party shall fail to select a Qualified Appraiser within the second seven (7) day period, then the Qualified Appraiser chosen by the other party shall be the sole arbitrator

(iv) Within twenty-one (21) days after submission of the matter to the arbitrator, the arbitrator shall determine the Market Rate by choosing whichever of the estimates submitted by Landlord and Tenant the arbitrator judges to be more accurate The arbitrator shall notify Landlord and Tenant of its decision, which shall be final and binding The fees of the arbitrator and the expenses of the arbitration proceeding shall be paid by the party whose estimate is not selected Each party shall pay the fees of its respective counsel and the fees of any witness called by that party

D Tenant's option to extend this Lease is subject to the conditions that (i) on the date that Tenant delivers its binding notice exercising its option to extend, Tenant is not in default under this Lease after the expiration of any applicable notice and cure periods, and (ii) Tenant shall not have assigned this Lease, or sublet any portion of the Premises under a sublease which is in effect at any time during the final 12 months prior to the applicable Renewal Term

14 Disability Acts Notwithstanding anything in the Lease to the contrary, Tenant shall be responsible for causing the Premises (including restrooms located in the Premises) to comply with the Americans with Disabilities Act of 1990 and the Texas Accessibility Standards

15 Deletion of Riders Riders 1, 2, 3 and 4 to the Lease Agreement are hereby deleted in their entireties

16 Governing Law The Amendment shall be governed by and construed in accordance with the laws of the State of Texas

17 Brokers Tenant warrants that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment who is or may be entitled to a commission (excepting only Duggan Realty Advisors, L L C (the "Broker")), and that it knows of no real estate brokers or agents who are or might be entitled to a commission in connection with this Amendment or otherwise in connection with the Lease except the Broker Tenant agrees to indemnify and hold harmless Landlord from and against any liability or claim, whether meritorious or not, arising in respect to any brokers and/or agents who claim by or through Tenant other than the Broker Landlord has agreed to pay the fees of the Broker (but only the Broker) in connection with this Amendment to the extent that Landlord has agreed to do so pursuant to a written agreement with the Broker

18 Authority Tenant represents to Landlord as follows Tenant has full right and authority to enter into this Amendment, each person signing on behalf of Tenant was and continues to be authorized to do so, Tenant's execution of this Amendment does not result in the violation of any law or the breach of any agreement to which Tenant is bound and upon execution by Tenant and Landlord, this Amendment shall be an enforceable agreement binding upon Tenant in accordance with the terms hereof Landlord represents to Tenant as follows Landlord has full right and authority to enter into this Amendment, Landlord's execution of this Amendment does not result in the violation of any law or the breach of any agreement to which such party or any other party may be bound, each person signing on behalf of Landlord was and continues to be authorized to do so and this Amendment, upon execution by Landlord and Tenant, shall be an enforceable agreement binding upon Landlord in accordance with the terms hereof

19 Entire Agreement Except as amended hereby, the Lease shall remain unchanged and continue in full force and effect In the event of any conflict between this Amendment and the Lease, this Amendment shall control The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other, prior written or oral understandings and agreements between Landlord and Tenant with respect thereto Except as expressly set forth herein, neither Landlord nor any of Landlord's agents or representatives have made any representation or promise, express or implied, in connection with this Amendment No provision of this Amendment may be amended or modified except by an agreement in writing signed by the parties hereto or their respective successors in interest

20 Ratification of Lease The Lease, as modified and amended hereby, is ratified and confirmed in all respects

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above

LANDLORD

NORTHPARK CENTRAL - VEFII, L P ,
a Georgia limited partnership

By NORTHPARK VEFII SUB, INC ,
a Georgia corporation,
its sole general partner

By _____
Name Jon L. Dooley
Title Vice President

TENANT

EXCEL TELECOMMUNICATIONS, INC ,
a Texas corporation

By: James G. Timmer
Name JAMES G. TIMMER
Title Exec V P & CFO

LETTER AGREEMENT

Re Office Lease Agreement dated September 1, 1996 (as amended from time to time, the "**Lease**") by and between Northpark Central - VEFII, L P ("**Landlord**"), successor-in-interest to Connecticut General Life Insurance Company, as landlord, and Excel Telecommunications, Inc ("**Tenant**"), as tenant, covering premises ("**Premises**") in Northpark Central, Dallas, Texas ("**Building**")

The Lease requires Tenant to maintain the Premises, including, without limitation, the restrooms and elevator lobbies located within the Premises. However, Tenant has requested Landlord, and Landlord has agreed, to perform the following work in the Premises subject to the terms of this Letter Agreement

1 Landlord shall, at its expense, perform, or have performed, required routine maintenance and repair work in the restrooms located in the Premises ("**Tenant's Restrooms**") throughout the term of the Lease Tenant shall remain responsible for all other maintenance and repairs, including, without limitation, non-routine maintenance and repairs and cosmetic alterations and improvements, and Tenant shall remain responsible for any damage or loss to the Premises or other portions of the Building, and the contents thereof, caused by Tenant's Restrooms, such as water leakage and/or overflows from Tenant's Restrooms, except to the extent such damage or loss as caused by or attributable to the negligence, gross negligence or willful misconduct of Landlord, its agents, representatives or employees,

2 Prior to May 1, 2001, Landlord shall, at its expense, acquire and install clips to reinforce the call button plates in the elevator lobbies of the Premises to keep the call button plates centered around the call buttons, and Landlord shall thereafter repair, maintain and, as necessary, replace such clips to keep such call button plates centered,

3 Prior to May 1, 2001, Landlord shall, at its expense, install emergency lights in the elevator lobbies of floors 17, 18 and 19 of the Building in compliance with the current code requirements of the City of Dallas, provided, however, that Landlord shall not be in default under the Lease if Landlord commences installation of such emergency lights prior to May 1, 2001 and thereafter continued to pursue commercially reasonable efforts to effect such installation, so long as the installation is completed by August 1, 2001 The foregoing obligation is not an on-going obligation and after such installation, Landlord shall have no further obligation with respect thereto,

4 Landlord shall, at its expense, touch up or repaint the elevator door panels in the elevator lobbies of the Premises throughout the term of the Lease, provided that Landlord shall determine, in its sole discretion, whether a panel will be touched up or repainted. Landlord shall not be obligated to perform such work more frequently than once per calendar year and the first such work shall be completed prior to May 1, 2001, and

5 Throughout the term of the Lease, Landlord shall use reasonable (but not extraordinary) efforts to maintain and reduce the hydraulic oil odor in the hydraulic elevator serving the top two floors of the Premises.

Landlord's agreement to perform the above work shall not be deemed an agreement to perform any other work in the Premises except as expressly provided for in the Lease and, except as expressly provided herein, shall not be construed to enlarge or increase Landlord's obligations under the Lease or otherwise.

AGREED AND ACCEPTED to be effective as of the 27th day of March, 2001

LANDLORD

NORTHPARK CENTRAL - VEFII, L.P.,
a Georgia limited partnership

By NORTHPARK VEFII SUB, INC,
a Georgia corporation,
its sole general partner

By _____
Name Jon L. Dooley
Title Vice President

TENANT

EXCEL TELECOMMUNICATIONS, INC., a Texas corporation

By _____
Name James G. Timmel
Title Exec. VP

EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

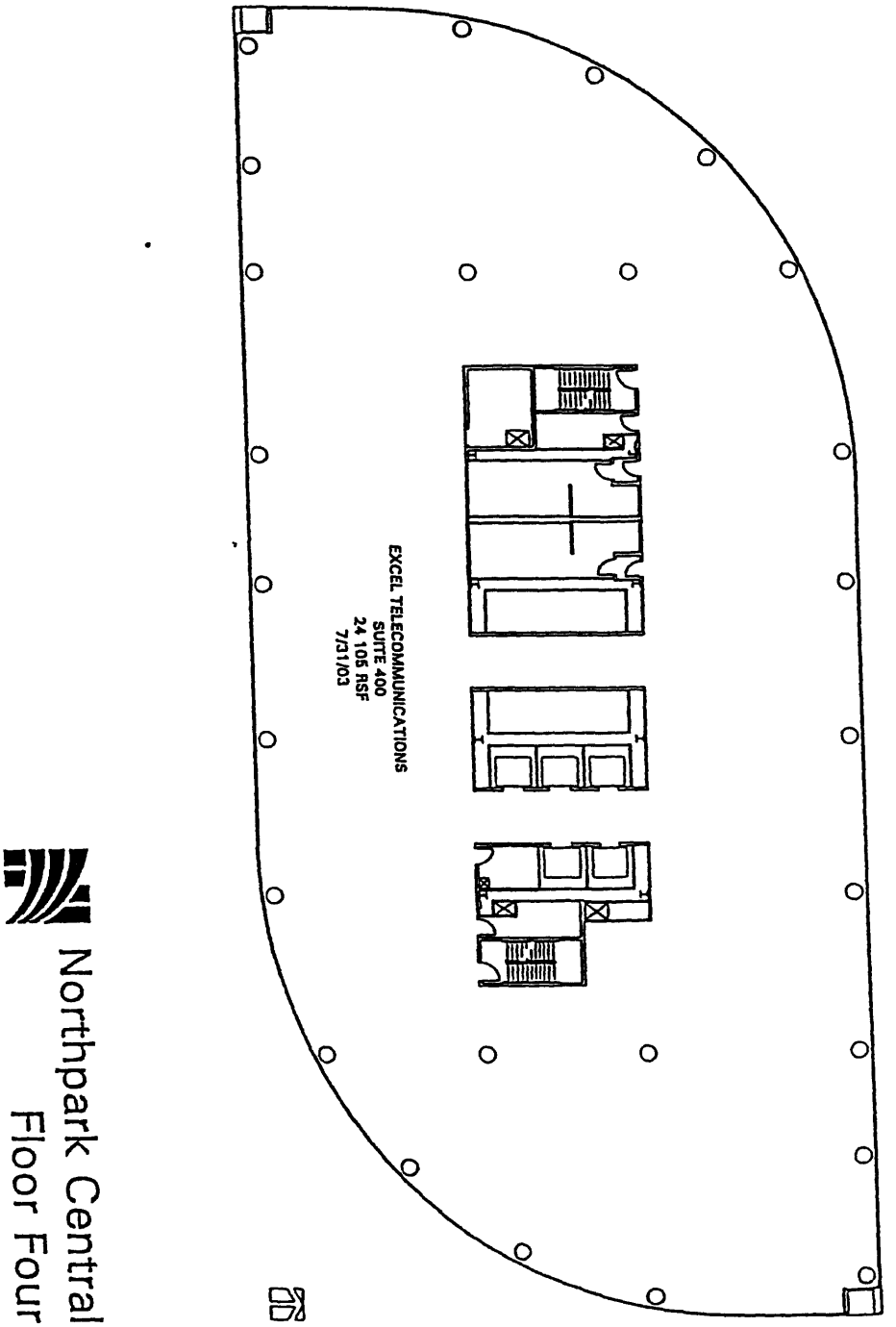


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

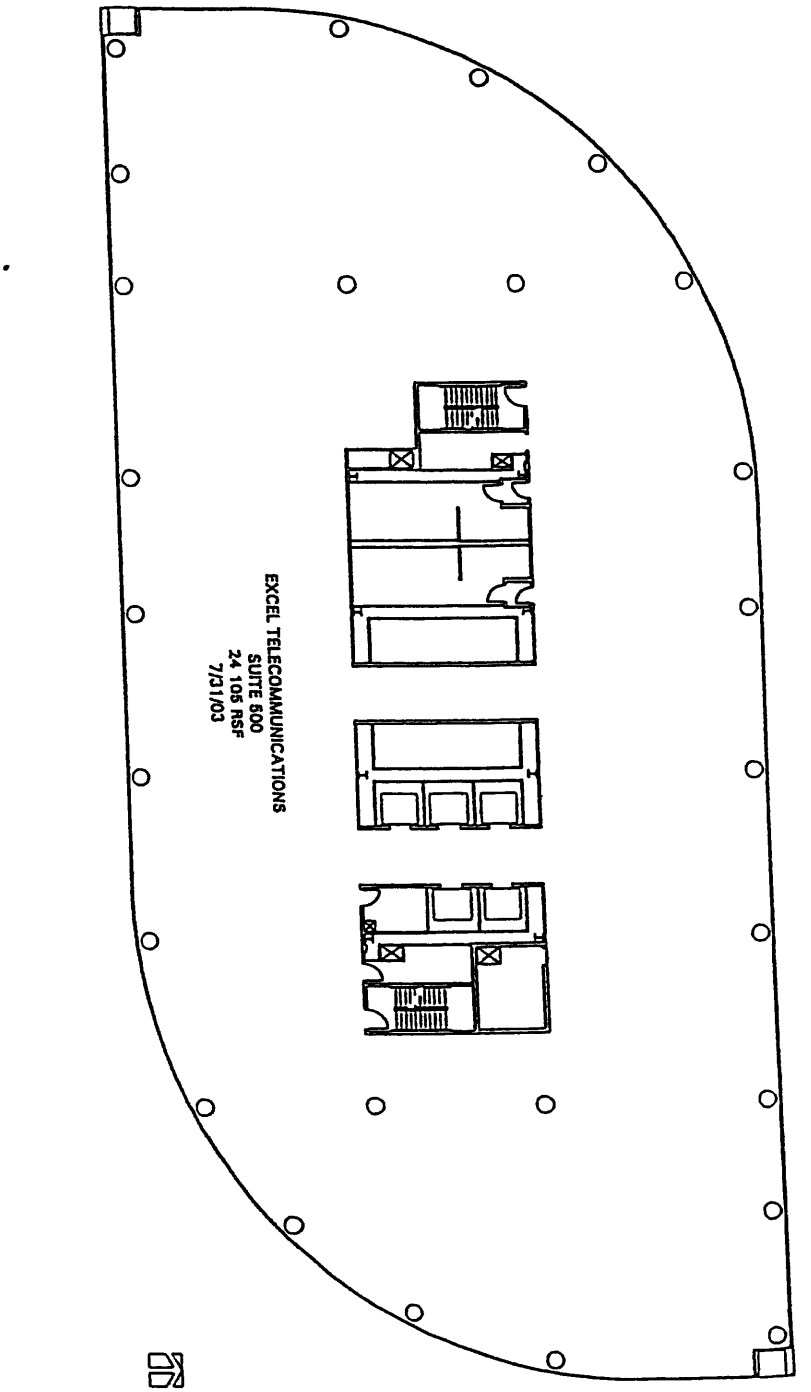


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

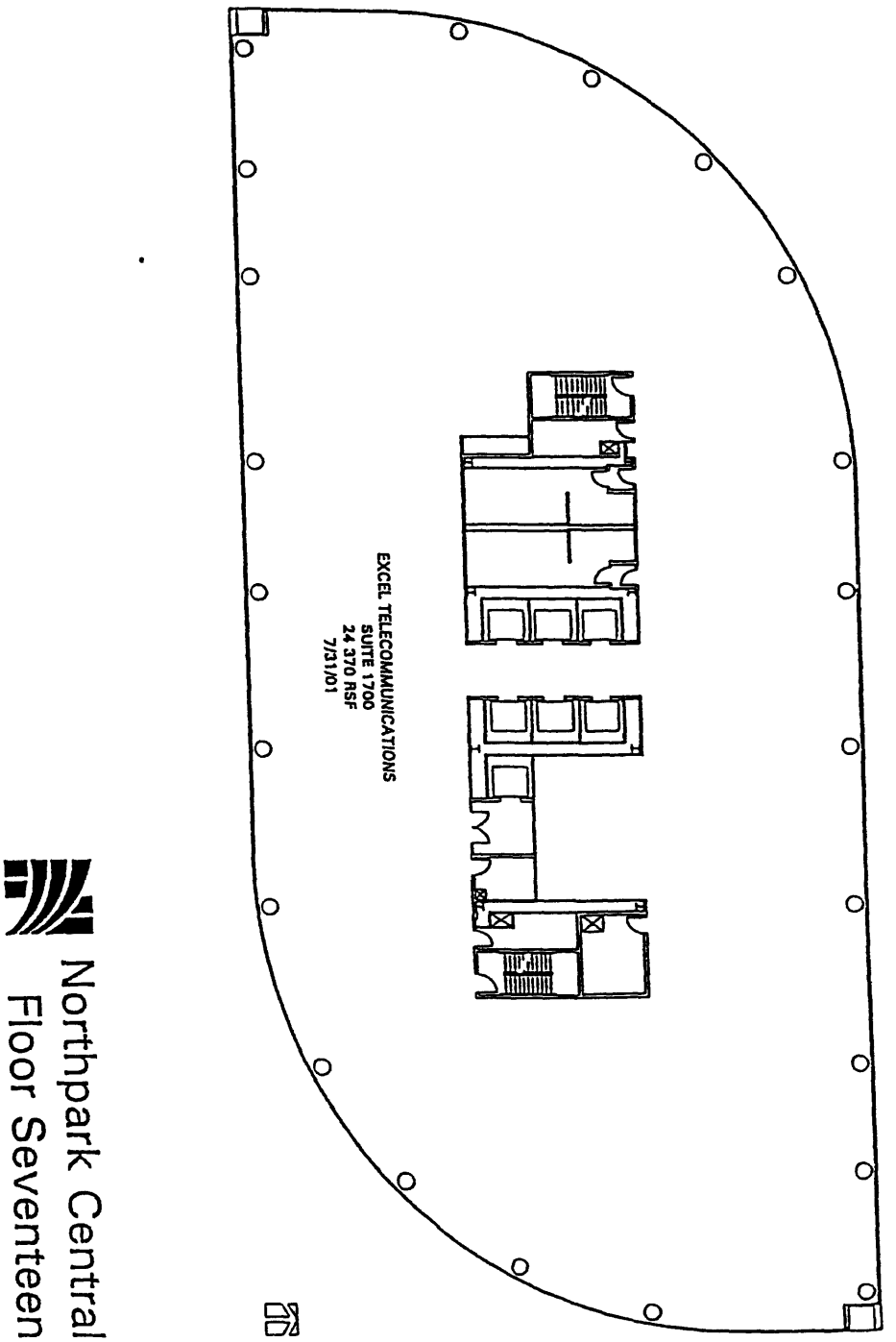


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

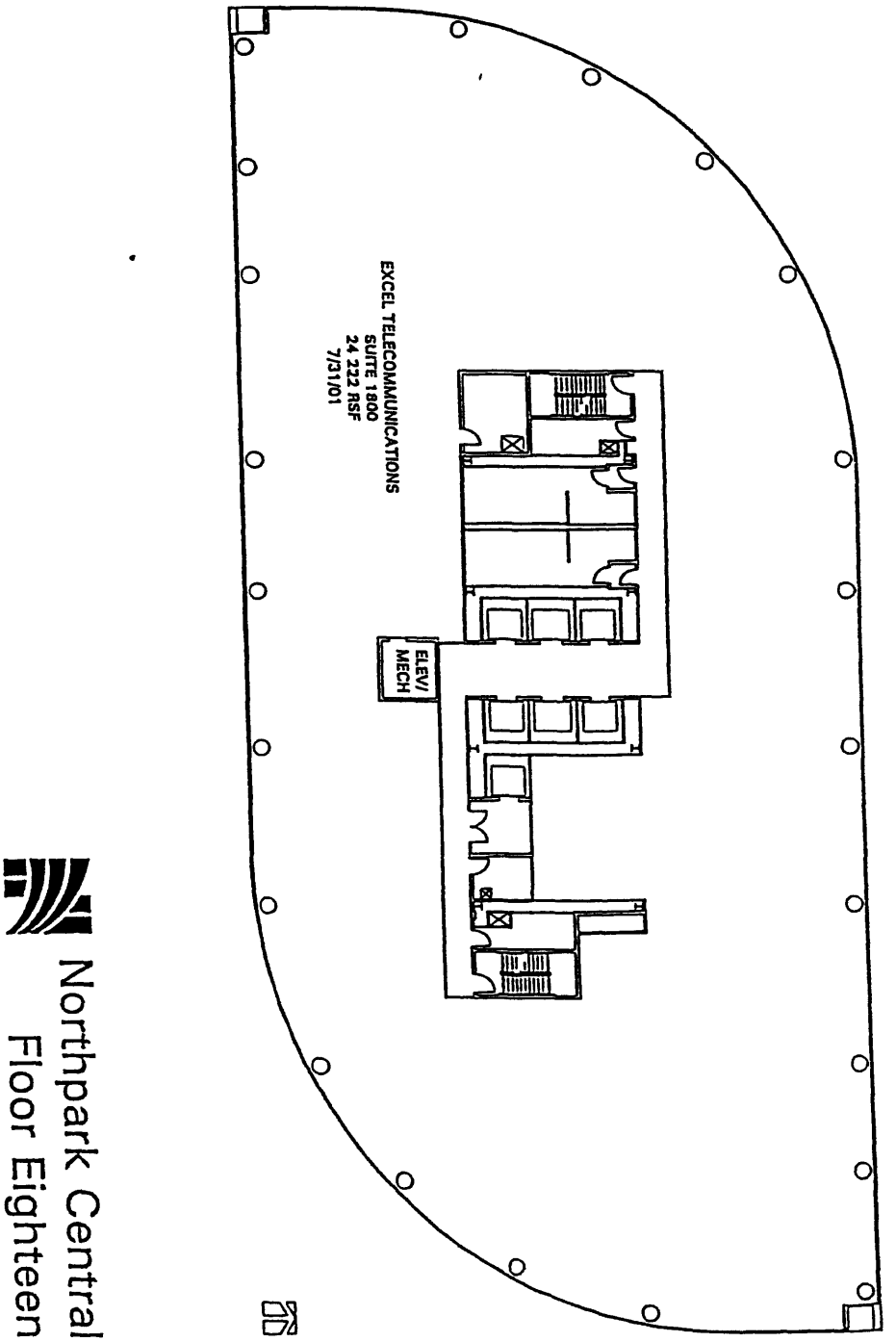


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

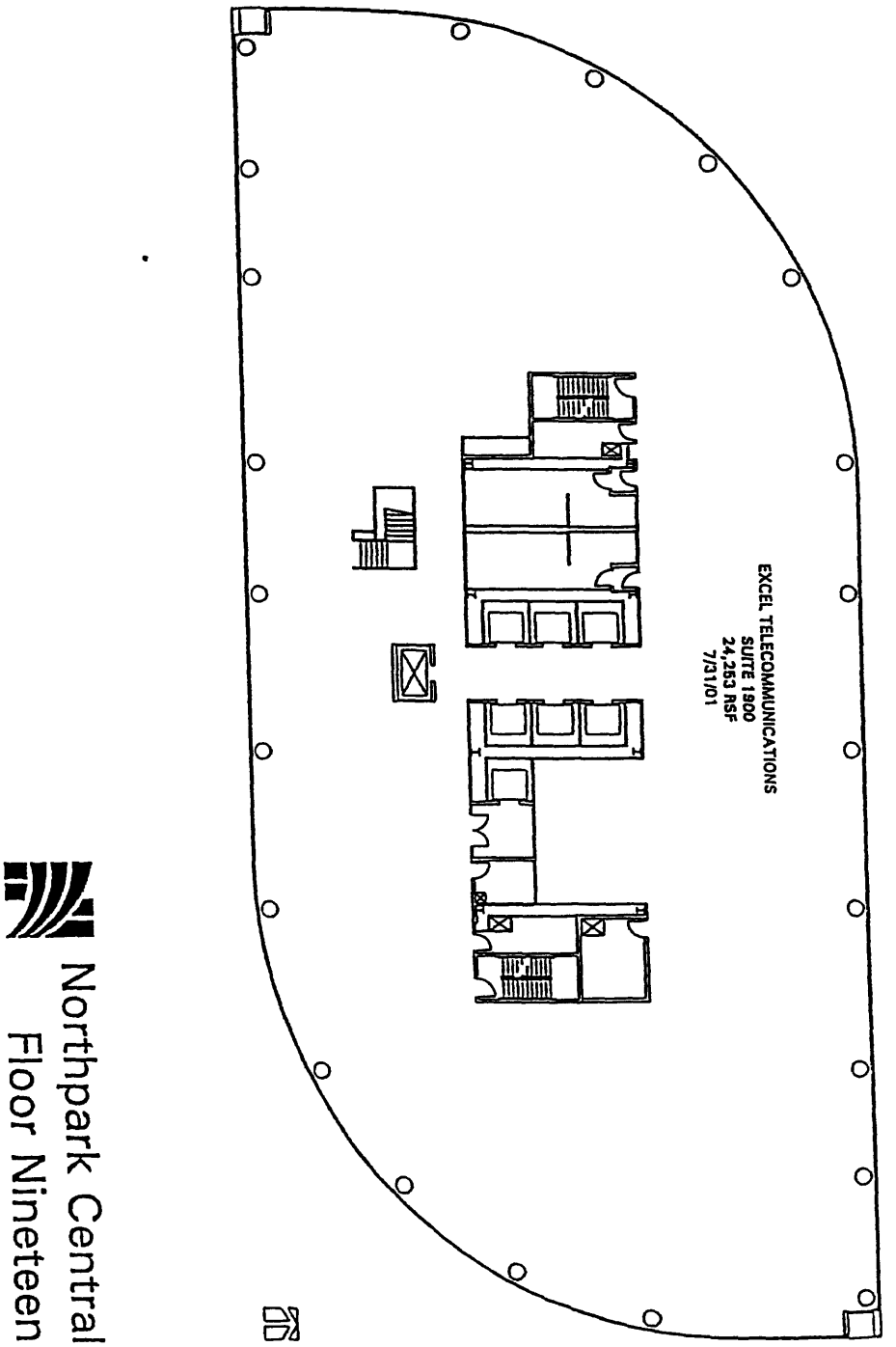


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

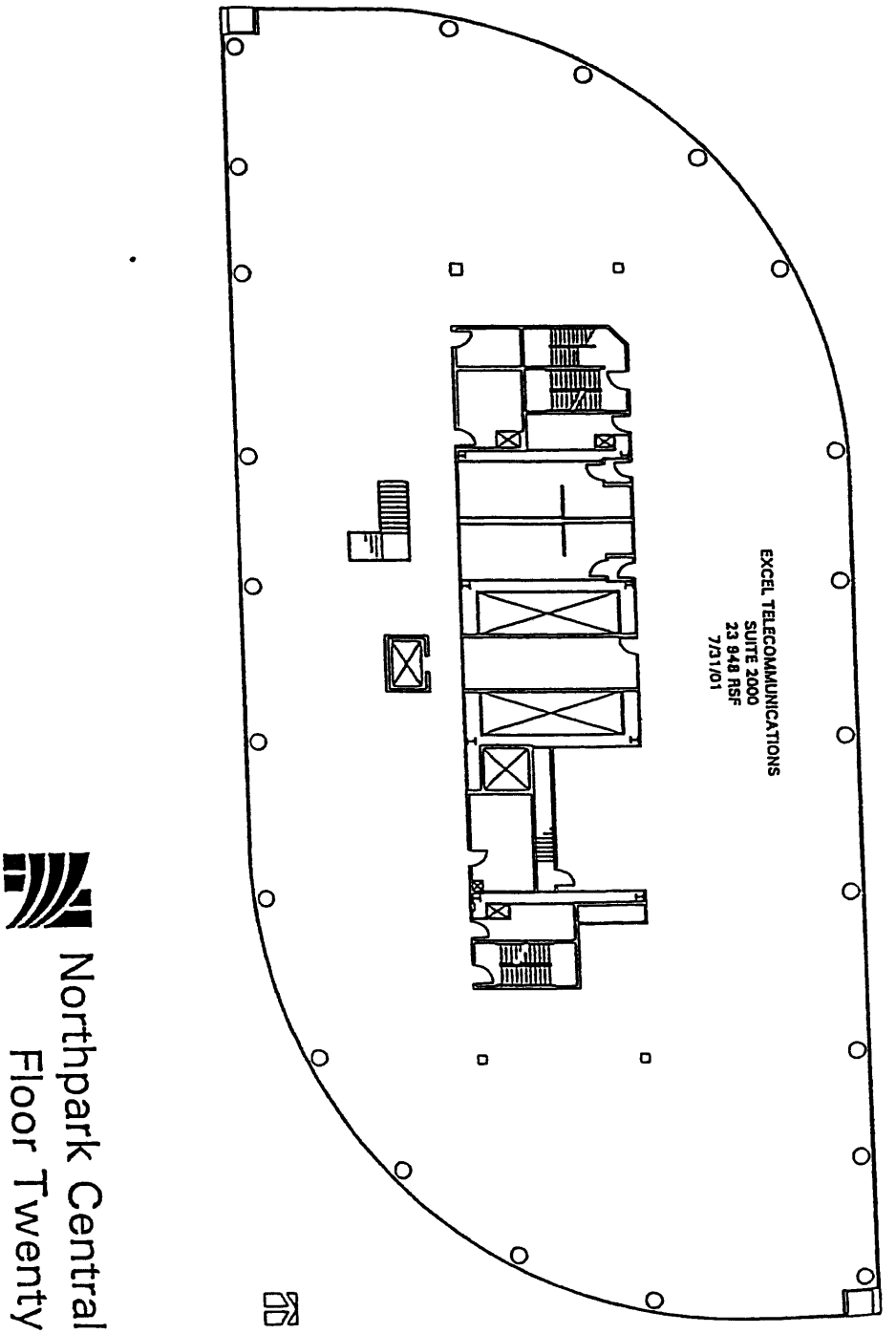


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

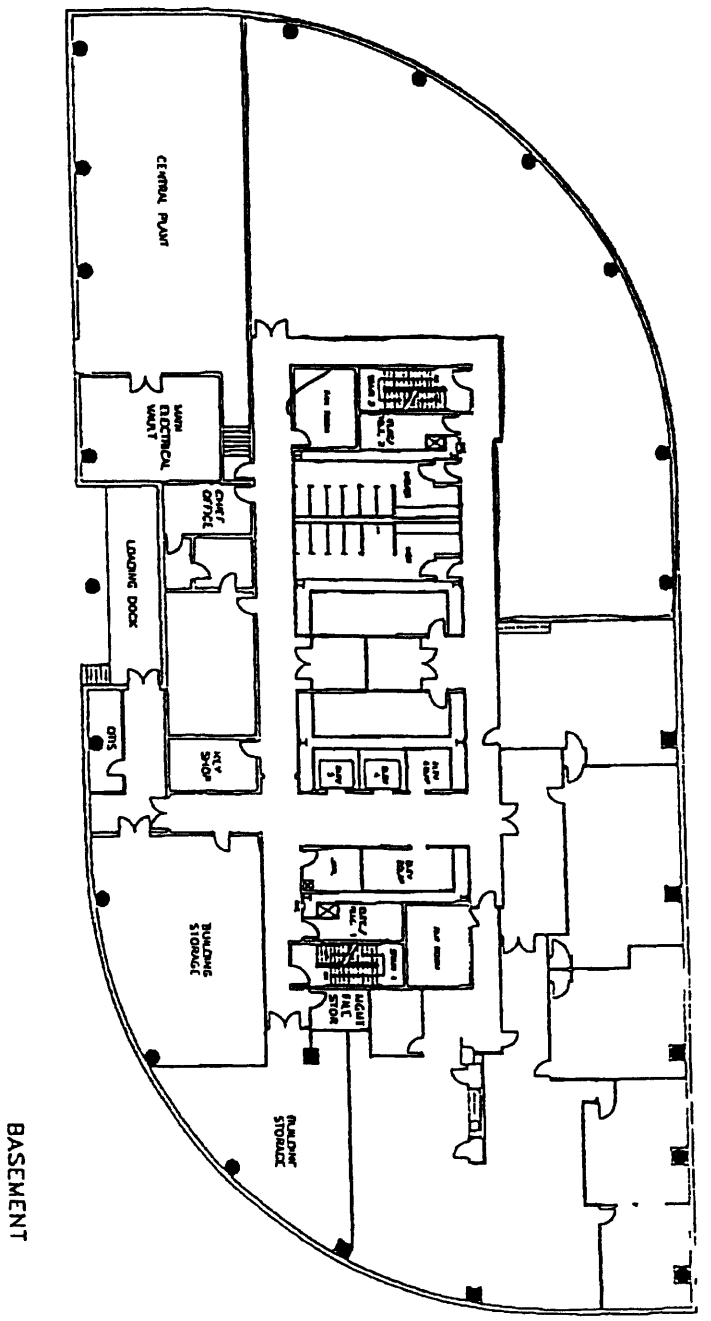


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]

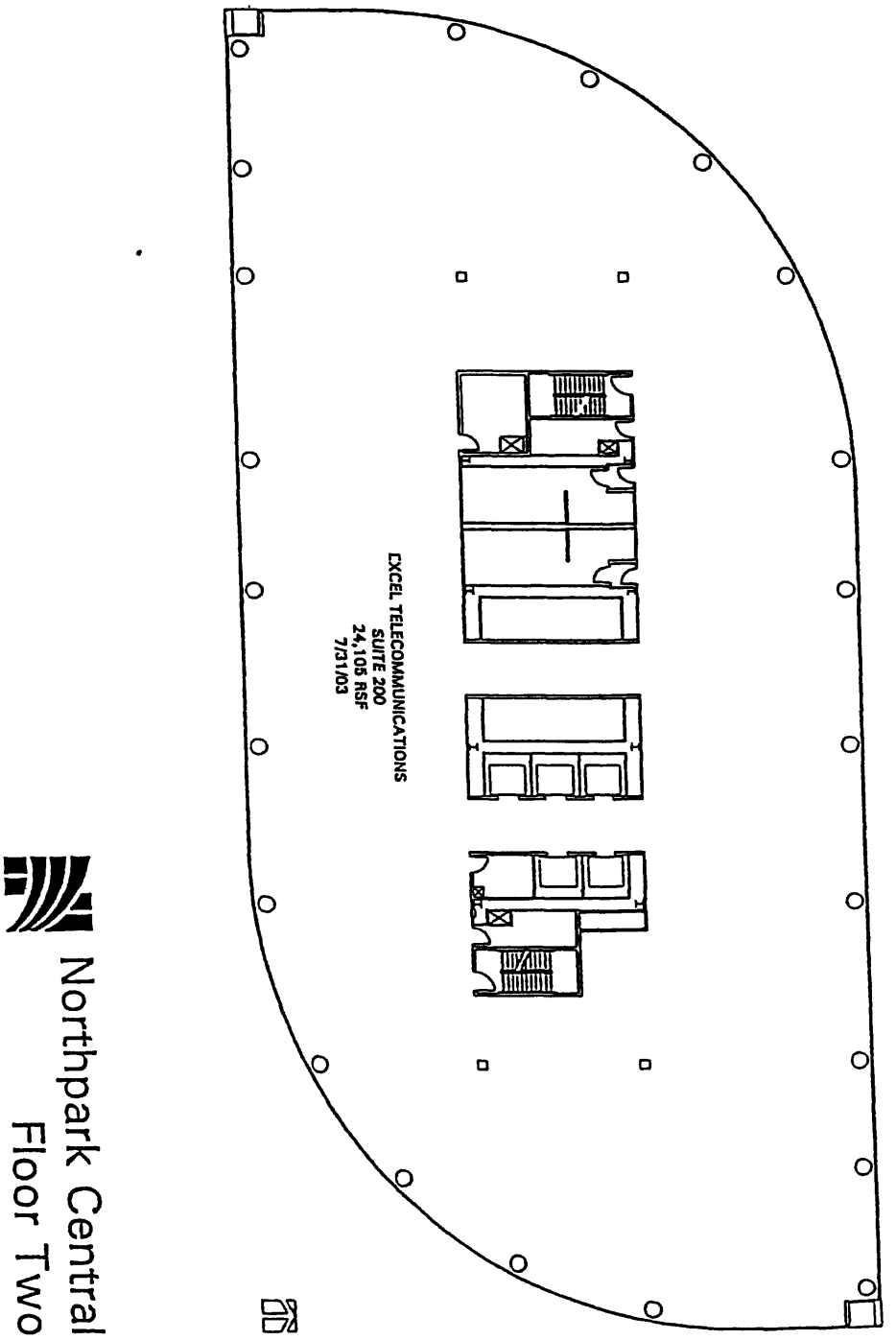
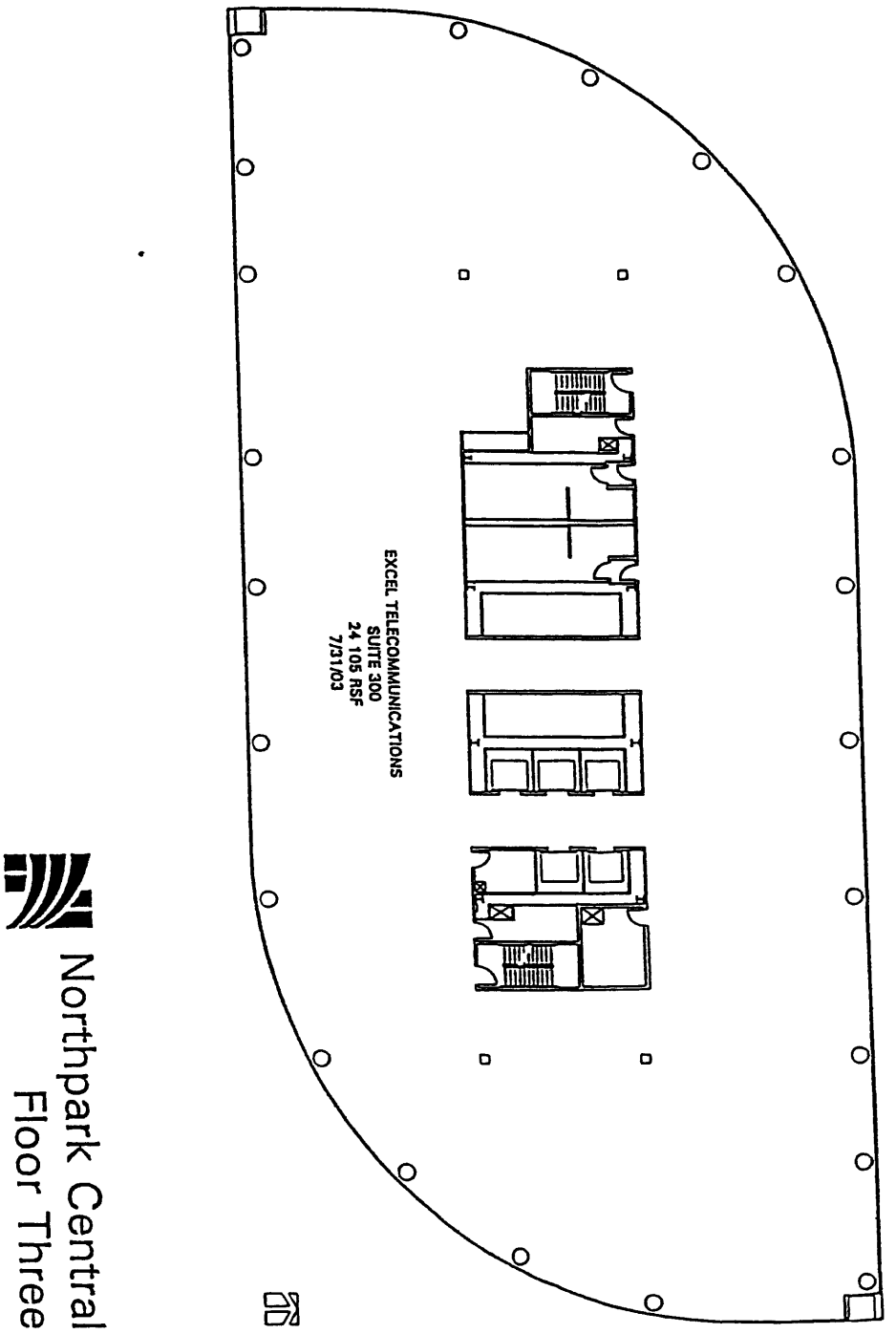


EXHIBIT A

[Floor Plan of Premises as of August 1, 2001]



FIFTH AMENDMENT OF LEASE

THIS FIFTH AMENDMENT OF LEASE (this "Amendment") is entered into on this 3rd day of June, 2002, by and between NORTHPARK CENTRAL - VEFII, L P , a Georgia limited partnership ("Landlord"), successor-in-interest to Connecticut General Life Insurance Company ("Original Landlord") and EXCEL TELECOMMUNICATIONS, INC , a Texas corporation ("Tenant")

WITNESSETH

WHEREAS, Original Landlord and Tenant entered into that certain Office Lease Agreement (the "Lease Agreement") dated February 1, 1996 covering the Premises (as defined in the Lease), which premises were comprised of the entire Rentable Area (as defined in the Lease) of the 15th, 16th, 17th, 18th, 19th, and 20th floors in the building (the "Building") commonly known as Northpark Central in Dallas, Texas,

WHEREAS, Original Landlord and Tenant entered into that certain First Amendment to Office Lease Agreement (the "First Amendment") dated as of May 31, 1996, wherein the Premises were expanded to include the First Expansion Space and the Storage Premises (each as defined in the First Amendment),

WHEREAS, Landlord and Tenant entered into that certain Second Amendment of Lease dated April 8, 1997 (the "Second Amendment"), wherein the Premises were expanded to 247,739 square feet of Agreed Rentable Area, that certain Third Amendment to Office Lease Agreement, and that certain Fourth Amendment of Lease ("Fourth Amendment") dated March 16, 2001 wherein the Premises were reduced to 198,999 square feet of Agreed Rentable Area (the Lease Agreement, as so amended, being hereinafter referred to as the "Lease"), and

WHEREAS, Landlord and Tenant desire to further modify the terms of the Lease as provided herein

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10 00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows

1 Finish Allowance Paragraph 8 of the Fourth Amendment is hereby amended to reflect that any unused portion of the Finish Allowance as of December 31, 2003 (rather than December 31, 2002) shall be the property of Landlord

2 Entire Agreement. Except as amended hereby, the Lease shall remain unchanged and continue in full force and effect In the event of any conflict between this Amendment and the Lease, this Amendment shall control The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other, prior written or oral understandings and agreements between Landlord and Tenant with respect thereto Except as expressly set forth herein, neither Landlord nor any of Landlord's agents or representatives have made any representation or promise, express or implied, in connection with this Amendment No provision of this Amendment may be amended or modified except by an agreement in writing signed by the parties hereto or their respective successors in interest.

3 Ratification of Lease The Lease, as modified and amended hereby, is ratified and confirmed in all respects

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above

LANDLORD

NORTHPARK CENTRAL - VEFII, L P ,
a Georgia limited partnership

By NORTHPARK VEFII SUB, INC ,
a Georgia corporation,
its sole general partner

By _____
Name _____
Title _____

TENANT

EXCEL TELECOMMUNICATIONS, INC ,
a Texas corporation

By Connie J. Mitchell
Name Connie F Mitchell
Title CAO

SIXTH AMENDMENT OF LEASE

THIS SIXTH AMENDMENT OF LEASE (this "Amendment") is entered into on this 23 day of June, 2003, by and between NORTHPARK CENTRAL - VEFII, L P , a Georgia limited partnership ("Landlord"), successor-in-interest to Connecticut General Life Insurance Company ("Original Landlord") and EXCEL TELECOMMUNICATIONS, INC , a Texas corporation ("Tenant")

WITNESSETH

WHEREAS, Original Landlord and Tenant entered into that certain Office Lease Agreement (the "Lease Agreement") dated February 1, 1996 covering the Premises (as defined in the Lease), which premises were comprised of the entire Rentable Area (as defined in the Lease) of the 15th, 16th, 17th, 18th, 19th, and 20th floors in the building (the "Building") commonly known as Northpark Central in Dallas, Texas,

WHEREAS, Original Landlord and Tenant entered into that certain First Amendment to Office Lease Agreement (the "First Amendment") dated as of May 31, 1996, wherein the Premises were expanded to include the First Expansion Space and the Storage Premises (each as defined in the First Amendment),

WHEREAS, Landlord and Tenant entered into that certain Second Amendment of Lease dated April 8, 1997, wherein the Premises were expanded to 247,739 square feet of Agreed Rentable Area, that certain Third Amendment to Office Lease Agreement, that certain Fourth Amendment of Lease ("Fourth Amendment") dated March 16, 2001 wherein the Premises were reduced to 198,999 square feet of Agreed Rentable Area and that certain Fifth Amendment of Lease dated June 3, 2002 (the "Fifth Amendment) [the Lease Agreement, as so amended, being hereinafter referred to as the "Lease"], and

WHEREAS, Landlord and Tenant desire to further modify the terms of the Lease as provided herein

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10 00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows

1 Finish Allowance Paragraph 8 of the Fourth Amendment, as amended by Paragraph 1 of the Fifth Amendment, is hereby amended to reflect that any unused portion of the Finish Allowance as of March 31, 2004 (rather than December 31, 2003) shall be the property of Landlord

2 Entire Agreement Except as amended hereby, the Lease shall remain unchanged and continue in full force and effect In the event of any conflict between this Amendment and the Lease, this Amendment shall control The Lease and this Amendment constitute the entire understanding and agreement between Landlord and Tenant regarding the subject matter thereof and supersede all other, prior written or oral understandings and agreements between Landlord and Tenant with respect thereto Except as expressly set forth herein, neither Landlord nor any of Landlord's agents or representatives have made any representation or promise, express or implied, in connection with this Amendment No provision of this Amendment may be amended or modified except by an agreement in writing signed by the parties hereto or their respective successors in interest

3 Ratification of Lease The Lease, as modified and amended hereby, is ratified and confirmed in all respects

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above

LANDLORD

NORTHPARK CENTRAL - VEFII, L.P ,
a Georgia limited partnership

By: NORTHPARK VEFII SUB, INC ,
a Georgia corporation,
its sole general partner

By: [signature]
Name B. STAUTAL (Brent)
Title Vice President

TENANT

EXCEL TELECOMMUNICATIONS, INC ,
a Texas corporation

By: Connie F. Mitchell
Name Connie F Mitchell
Title VP, Director

EXCEL TELECOMMUNICATIONS, INC
Accounts Receivable
As of 11/1/04

DATE	TOTAL AR	PERIOD (N)	INTEREST (I)*	TOTAL
10/1/2003	$253,178 77	13	0 0125	$297,551 88
11/1/2003	$279,516 38	12	0 0125	$324,449 90
12/1/2003	$257,929 33	11	0 0125	$295,696 43
1/1/2004	$163,773 01	10	0 0125	$185,435 40
2/1/2004	$272,853 97	9	0 0125	$305,130 46
3/1/2004	$272,853 97	8	0 0125	$301,363 42
4/1/2004	$272,853 97	7	0 0125	$297,642 88
5/1/2004	$272,853 97	6	0 0125	$293,968 28
6/1/2004	$272,853 97	5	0 0125	$290,339 04
7/1/2004	$272,853 97	4	0 0125	$286,754 61
8/1/2004	$272,853 97	3	0 0125	$283,214 43
9/1/2004	$272,853 97	2	0 0125	$279,717 95
10/1/2004	$272,853 97	1	0 0125	$274,502 00
			Total Prepetition Claim	**$3,715,766 68**

***Annual interest rate of 15% converted to monthly rate of 1 25% (15/12)**

U S BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT S DOCKET

The following constitutes the order of the Court.

Signed December 3, 2004

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE	§	
	§	
VARTEC TELECOM, INC , *et al*	§	**CASE NO 04-81694-SAF-11**
	§	
DEBTORS	§	**(Chapter 11)**
	§	**(Jointly Administered)**

ORDER AUTHORIZING THE REJECTION OF NONRESIDENTIAL REAL PROPERTY LEASE (DALLAS, TEXAS - NORTHPARK)

On December 2, 2004, the Court considered the Motion for Rejection of Nonresidential Real Property Lease (Dallas, Texas - Northpark) [Docket No 19] (the "Motion")[1] filed by the above-referenced debtors (the "Debtors") The Court finds that the Debtors have exercised sound business judgment to determine that the Lease should be rejected The Court further finds that adequate notice of this Motion has been given and no other notice needs to be given Therefore, it is

[1] Capitalized terms not defined herein shall have the meaning given to them in the Motion

ORDERED that the Motion is **GRANTED** It is further

ORDERED that the Lease is hereby rejected and terminated effective, *nunc pro tunc*, as of the Petition Date, November 1, 2004 It is further

ORDERED that all of the Debtors' personal property remaining at the Lease Premises is hereby abandoned

 # # # END OF ORDER # # #

After entry, return copy to

Richard H London, SBT #24032678
VINSON & ELKINS L L P
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2975
Tel 214-661-7299
Fax 214-220-7716
VarTec@velaw com

ATTORNEYS FOR THE DEBTORS

886412_1 DOC

EXCEL TELECOMMUNICATIONS, INC
REJECTION CLAIM

DATE	BASE RENT	CAM*	RET**	ELECTRIC	TOTAL
11/1/2004	$259 797	$0	$221	$13,057	$273,075
12/1/2004	$259 797	$0	$221	$13 057	$273,075
1/1/2005	$259 797	$427	$560	$13 449	$274,233
2/1/2005	$259,797	$427	$560	$13 449	$274,233
3/1/2005	$259,797	$427	$560	$13 449	$274 233
4/1/2005	$259 797	$427	$560	$13 449	$274 233
5/1/2005	$259 797	$427	$560	$13 449	$274,233
6/1/2005	$259,797	$427	$560	$13 449	$274 233
7/1/2005	$259 797	$427	$560	$13 449	$274 233
8/1/2005	$259 797	$427	$560	$13,449	$274 233
9/1/2005	$259 797	$427	$560	$13,449	$274 233
10/1/2005	$259 797	$427	$560	$13 449	$274 233
TOTAL	**$3,117,564**	**$4,273**	**$6,041**	**$160,603**	**$3,288,482**

TOTAL REJECTION CLAIM **$3,288,482**

* Common area maintenance
** Real estate taxes

STUTZMAN, BROMBERG, ESSERMAN & PLIFKA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
2323 BRYAN STREET
SUITE 2200
DALLAS TEXAS 75201 2689

TELEPHONE (214) 969-4900
FACSIMILE (214) 969-4999

ANDREA L NIEDERMEYER
E MAIL niedermeyer@sbep-law com

March 10, 2005

VIA FEDERAL EXPRESS

VarTec Telecom, Inc
c/o BMC Group
1330 East Franklin Ave
El Segundo, CA 90245

Re *In re VarTec Telecom, Inc et al* (Case No 04-81694-saf pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division)

Dear Sir or Madam

Enclosed are an original and two (2) copies of Northpark Central – VEFII, L P 's proof of claim against Excel Telecommunications, Inc , one of the debtors in the above-referenced jointly administered chapter 11 bankruptcy cases, that was filed with the Bankruptcy Court on March 10, 2005

Please keep the original proof of claim for your records Please mark the two (2) additional copies with a date of receipt stamp and then return to me in the enclosed, self-addressed Federal Express envelope

If you have any questions, please contact me

Very truly yours,

Andrea L. Niedermeyer

Andrea L Niedermeyer

aln

Enclosures