UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **July 17, 2015**

Farmer Bros. Co.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-34249**	**95-0725980**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

20333 South Normandie Avenue, Torrance, California
(Address of Principal Executive Offices)

90502
(Zip Code)

(310) 787-5200
(Registrant’s telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Lease Agreement

On July 17, 2015, Farmer Bros. Co., a Delaware corporation (the "Company"), entered into a Lease Agreement (the "Lease Agreement") with WF-FB NLTX, LLC, a Delaware limited liability company ("Landlord"). The following description of the Lease Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to the Lease Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference. Capitalized terms used in this section without definition are defined in the Lease Agreement.

Pursuant to the Lease Agreement, the Company will lease an approximately 540,000 square foot facility ("Premises") to be constructed on 28.2 acres of land located in the Town of Northlake, Denton County, Texas. Once constructed the Premises are expected to house the Company's corporate headquarters, as well as, a coffee lab, manufacturing facility and distribution center. The construction of the Premises is estimated to be completed by December 31, 2016. The Lease Agreement contains an irrevocable purchase option exercisable at any time by the Company on or before ninety days prior to the Scheduled Completion Date with an Option Purchase Price equal to 103% of the Total Project Cost as of the date of the Option Closing if the Option Closing occurs on or before July 17, 2016. The Option Purchase Price will increase by 0.35% per month thereafter up to and including the date which is the earlier of (A) ninety days after the Scheduled Completion Date and (B) December 31, 2016. If the Company does not exercise the purchase option by December 31, 2016, the obligation of Company to pay rent would commence.

The initial term of the lease is for 15 years from the Rent Commencement Date with six options to renew, each with a renewal term of five years. The annual Base Rent for the Premises shall be an amount equal to

(i) the product of 7.50% and (a) the total estimated budget for the Project, or (b) all Construction Costs outlined in the Final Budget on or prior to the Scheduled Completion Date; or

(ii) the product of 7.50% and the Total Project Costs, to the extent that all components of the Document Delivery and Completion Requirement are fully satisfied on or prior to the Scheduled Completion Date.

Annual Base Rent will increase by 2% during each year of the lease term.

Development Management Agreement

On July 17, 2015, the Company also entered into a Development Management Agreement ("DMA") with Stream Realty Partners-DFW, L.P., a Texas limited partnership ("Developer"). The following description of the DMA does not purport to be complete and is subject to, and qualified in its entirety by reference to the DMA, a copy of which is filed herewith as Exhibit 10.2 and incorporated herein by reference. Capitalized terms used in this section without definition are defined in the DMA.

Pursuant to the DMA, the Company retained the services of Developer to manage, coordinate, represent, assist and advise the Company on matters concerning the pre-development, development, design, entitlement, infrastructure, site preparation and construction of the Premises. The term of the DMA is from July 17, 2015 until Final Completion of the Project. Pursuant to the DMA, the Company will pay the Developer:

- a development fee of 3.25% of all development costs;
- an oversight fee of 2% of any amounts paid to the Tenant-Contracted parties for any oversight by the Developer of Tenant-Contracted work;

- an incentive fee, the amount of which will be determined by the parties, if Final Completion occurs prior to the Scheduled Completion Date; and
- an amount equal to $2.6 million as an additional fee in respect of development services.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information required by this Item 2.03 is set forth in Item 1.01 — Entry into a Material Definitive Agreement above and incorporated herein by reference.

Forward-Looking Statements

Certain statements contained in this report, including the expected cost of completion of the Company's corporate facility to be constructed in Northlake, Texas and the facility's anticipated completion date, and the expected cost of development and any related fees, are not based on historical fact and are forward-looking statements within the meaning of federal securities laws and regulations. These statements are based on management's current expectations, assumptions, estimates and observations of future events and include any statements that do not directly relate to any historical or current fact. These forward-looking statements can be identified by the use of words like "anticipates," "estimates," "projects, " "expects, " "plans, " "believes, " "intends, " "will, " "could," "assumes" and other words of similar meaning. Owing to the uncertainties inherent in forward-looking statements, actual results could differ materially from those set forth in forward-looking statements. The Company intends these forward-looking statements to speak only at the time of this report and does not undertake to update or revise these statements as more information becomes available except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission ("SEC"). Factors that could cause actual results to differ materially from those in forward-looking statements include, but are not limited to, the timing and success of completion of the corporate facility, cost over-runs; the risk that a condition to closing the proposed transaction may not be satisfied; the diversion of management time on transaction-related issues; weather and special or unusual events;, as well as other risks described in this report and other factors described from time to time in the Company's filings with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Lease Agreement, dated as of July 17, 2015, by and between Farmer Bros. Co. as Tenant, and WF-FB NLTX, LLC as Landlord.
10.2	Development Management Agreement dated as of July 17, 2015, by and between Farmer Bros. Co., as Tenant and Stream Realty Partners-DFW, L.P., as Developer.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 23, 2015

FARMER BROS. CO.

By: /s/ Mark J. Nelson

Mark J. Nelson

Treasurer and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 10.1

LEASE AGREEMENT

between

FARMER BROS. CO.

as Tenant

and

WF-FB NLTX, LLC

as Landlord

Dated: July 17, 2015

PROPERTY

Farmer Brothers Corporate Headquarters
Northlake, Texas

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This **LEASE AGREEMENT** is made as of July 17, 2015 ("***Effective Date***"), by and between **WF-FB NLTX, LLC**, a Delaware limited liability company having an office at c/o Wells Fargo Securities, Asset Backed Finance Group, Corporate Net Lease Capital Markets, 550 S. Tryon MAC D1086-051, Charlotte, North Carolina 28202, Attn: John D. Altmeyer ("***Landlord***"), and **FARMER BROS. CO.**, a Delaware corporation, having its principal office at 20333 S. Normandie Avenue, Torrance, California 90502 ("***Tenant***").

In consideration of the rents and provisions herein stipulated to be paid and performed, Landlord and Tenant hereby covenant and agree as follows:

1. Certain Definitions.

(a) "***Additional Rent***" means all sums required to be paid by Tenant to Landlord other than Base Rent, which sums will constitute rental hereunder.

(b) "***Adjoining Property***" means all sidewalks, curbs, gores and vault spaces adjoining any of the Leased Premises.

(c) "***Affiliate***" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto will by itself be deemed to constitute control over such Person.

(d) "***Alteration***" or "***Alterations***" means any or all changes, additions, expansions, improvements, reconstructions or replacements of any of the Improvements, both interior or exterior, and ordinary and extraordinary, other than the Construction Project.

(e) ***"Base Rent***" has the meaning set forth in Paragraph 4.

(f) "***Base Rent Payment Dates***" has the meaning set forth in Paragraph 4.

(g) "***Business Day***" shall mean any day other than a Saturday, Sunday or any other day on which commercial banks in the State of North Carolina are not open for business.

(h) "***Condemnation***" means a Taking or a Requisition, or both.

(i) "***Construction Advances***" has the meaning set forth in the Work Letter.

(j) "***Construction Project***" has the meaning set forth in the Work Letter.

(k) "***Default Rate***" means an annual interest rate equal to the Prime Rate plus two percentage points, but in no event greater than the maximum interest rate permitted by Legal Requirements.

(l) "***Effective Date***" means the date of this Lease.

(m) "***Equipment***" means Tenant's Trade Fixtures and all other property located on the Leased Premises that does not constitute real property under the laws of the State, but specifically excluding plumbing, electrical and HVAC systems.

(n) "***Event of Default***" has the meaning set forth in Paragraph 19.

(o) "***Governmental Authority***" means any governmental authority, agency, department, commission, bureau, board, instrumentality, court or quasi-governmental authority having jurisdiction or supervisory or regulatory authority over the Leased Premises or Tenant or any Affiliate of Tenant.

(p) "***Improvements***" means the buildings totaling, in the aggregate, approximately 539,448 square feet, together with the structures, fixtures and other improvements constructed and to be constructed on the Leased Premises in accordance with the Work Letter and as further described in Schedule 1 thereto, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease, excepting therefrom the Equipment.

(q) "***Indemnified Parties***" means Landlord and Landlord's directors, officers, shareholders, partners, members, employees, agents, servants, representatives, lenders, contractors, subcontractors, Affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Landlord's assets and business.

(r) "***Insurance Requirements***" means the terms of each insurance policy required to be carried by Tenant under this Lease and the requirements of the issuer of such policy.

(s) "***Land***" means the real property described in Exhibit A attached hereto and made a part hereof together with the easements, rights and appurtenances thereto.

(t) "***Law***" means any constitution, statute or rule of law.

(u) "***Lease***" means this Lease Agreement, together with all exhibits, schedules and addenda attached hereto, including the Work Letter, as each may be supplemented and amended from time to time after the Effective Date.

(v) "***Lease Year***" means the twelve (12) full calendar months following the Effective Date plus any partial calendar month in which the Effective Date occurs, and each period of twelve (12) full calendar months thereafter.

(w) "***Leased Premises***" means the Land and the Improvements.

(x) "***Legal Requirements***" means any one or more of all present and future Laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted Governmental Authority or agency, and all existing (as of the date Landlord acquired the Leased Premises) covenants, restrictions and conditions of record, that are applicable to Tenant or to the use, manner of use, occupancy, possession, operation, maintenance,

alteration, repair or reconstruction of the Leased Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the "Americans with Disabilities Act" or compliance with any Environmental Laws) or (ii) results in interference with the use or enjoyment of any of the Leased Premises or (iii) requires Tenant to carry insurance other than as required by the provisions of this Lease.

(y) "***Lender***" means any bank, insurance company or other institutional lender, whether acting for its own account or as manager for a pension or investment fund, that (1) is identified to Tenant as such in writing (including Lender's address for notice purposes) and (2) makes a Loan to Landlord, secured in whole or in part by a Mortgage and evidenced by a Note, or is the holder of a Note secured by a Mortgage as a result of an assignment thereof; and in the event a Mortgage secures multiple Notes held by one or more such banks, insurance companies or other institutional lenders, the trustee acting on behalf of such holders will constitute a Lender, provided that such trustee and its address has been identified as such in writing to Tenant.

(z) "***Loan***" means a loan made by a Lender to Landlord secured in whole or in part by a Mortgage and evidenced by a Note or Notes.

(aa) "***Losses***" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense). For the avoidance of doubt, the term "Losses" as used herein shall not include the Tenant's failure to timely purchase the Leased Premises in satisfaction of any exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated with respect thereto.

(bb) "***Memorandum of Lease***" means the Memorandum of Lease dated as of the date hereof executed by Landlord and Tenant with respect to this Lease.

(cc) "***Mortgage***" means a first priority mortgage, deed of trust, or similar security instrument hereafter executed covering the Leased Premises from Landlord to Lender.

(dd) "***Net Award***" means the entire award payable to Landlord by reason of a Condemnation (exclusive of any award payable with respect to the Equipment or otherwise payable to Tenant), less any actual and reasonable expenses incurred by Landlord or Tenant in collecting such award.

(ee) "***Net Proceeds***" means the entire proceeds of any property casualty insurance required under Paragraph 13(a) attributable to restoration of the Improvements, less any actual and reasonable expenses incurred by Landlord or Tenant in collecting such proceeds.

(ff) "***Note***" or "***Notes***" means a promissory note or notes executed by Landlord in favor of a Lender and secured by a Mortgage.

(gg) "***OFAC Laws and Regulations***" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

(hh) "***Permitted Encumbrances***" means those covenants, restrictions, reservations, liens, conditions, encroachments, easements and other matters of title that affect the Leased Premises as of Landlord's acquisition thereof, including, without limitation, those listed in that certain Commitment for Title Insurance issued by Stewart Title Guaranty Company on June 28, 2015 to be effective as of July 13, 2015 (File No. 15000220228), but excepting any such matters arising from the acts of Landlord (such as liens arising as a result of judgments against Landlord).

(ii) "***Permitted Use***" means the use of the Leased Premises for corporate offices, coffee lab, manufacturing facility and/or distribution center, and for no other purpose other than those consented to by Landlord in writing pursuant to Paragraph 8 hereof.

(jj) "***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (including a business trust), non-incorporated organization or government or any agency or political subdivision thereof or any other entity.

(kk) "***Prime Rate***" means the rate of interest announced publicly by Wells Fargo Bank, N.A., or its successor, from time-to-time, as Wells Fargo Bank N.A.'s or such successor's base rate, or if there be no such base rate, then the rate of interest charged by Wells Fargo Bank, N.A. or such successor to its most creditworthy customers on commercial loans having a 90 day duration.

(ll) "***Rent Commencement Date***" means the earlier of (i) the date that the Construction Project has actually achieved Substantial Completion, and (ii) the Scheduled Completion Date (as defined in the Work Letter), subject in all respects to

extension for events of Force Majeure (as defined in Work Letter) and Landlord Delays (as defined in the Work Letter).

(mm) "***Requisition***" means any temporary condemnation or confiscation of the use or occupancy of any of the Leased Premises by any governmental authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

(nn) "***Restoration***" means the restoration of the Leased Premises after any Taking or damage by casualty as nearly as possible to their value, condition and character existing immediately prior to such Taking or damage and will include the demolition, planning, and permitting periods required to complete such restoration.

(oo) "***State***" means the State of Texas.

(pp) "***Taking***" means any taking of any of the Leased Premises in or by condemnation or other eminent domain proceedings pursuant to any Law or by reason of any agreement with any duly constituted authority or agency having jurisdiction in settlement of or under threat of any such condemnation or other eminent domain proceedings.

(qq) "***Taxes***" means real, *ad valorem* and personal property taxes, roll-back taxes (to the extent not paid from escrows established on the Effective Date), Recapture Liability (as defined in the Tax Abatement Documents), Taxes Retroactively Due (as defined in the Tax Abatement Documents), and rent taxes, all charges and taxes for any easement or agreement maintained for the benefit of any of the Leased Premises, all general and special assessments, levies, permits, inspection and license fees, all utility charges and all other public charges and taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed, prior to or during the Term, against Landlord, Tenant or any of the Leased Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Leased Premises, or the Base Rent or Additional Rent, including without limitation, any sales tax, use tax, margin tax or occupancy tax or excise levied by any governmental body on or with respect to such Base Rent or Additional Rent separate from all other income of Landlord.

(rr) "***Tax Abatement Documents***" means (i) that certain Real Property Tax Abatement Agreement effective as of April 28, 2015 between Denton County, Texas ("***Denton County***") and Landlord, as successor-in-interest by assignment to SH114/IH35 W. Ventures, Ltd. ("***Prior Owner***"), (ii) that certain Real Property Tax Abatement Agreement effective as of April 28, 2015 between the Town of Northlake, Texas ("***Northlake***") and Landlord, as successor-in-interest by assignment to Prior Owner, (iii) that certain Business Personal Property Tax Abatement Agreement effective as of April 28, 2015 among Northlake, Tenant and Landlord, as successor-in-interest by assignment to Prior Owner, and all other Northlake, Denton County, or State tax incentives inuring to the benefit of Tenant and the Leased Premises.

(ss) "***Term***" means the initial term of this Lease being from the Effective Date to the Expiration Date, as extended pursuant to any renewal that has become effective.

(tt) "***Termination Date***" means the Termination Date as defined in Paragraph 12(c).

(uu) "***Trade Fixtures***" means all racking systems, counters, computers, computer servers, lighting, office systems, alarm systems, inventory management systems, sortation and conveyor systems, cases, office furniture, shelving and similar fixtures and equipment, which are owned by Tenant and used in the operation of the business conducted on the Leased Premises.

(vv) "***U.S. Publicly Traded Entity***" means any Person other than an individual, the shares or other ownership interests in which are traded on a on at least one stock exchange or in the over the counter market in the United States.

(ww) "***Work Letter***" means the work letter attached hereto as Exhibit D.

2. Demise of Premises. Landlord hereby demises and lets to Tenant and Tenant hereby takes and leases from Landlord Landlord's right, title and interest in and to the Leased Premises.

3. Term.

(a) Tenant will have and hold its interest in the Leased Premises pursuant to this Lease for an initial term commencing on the Effective Date and ending on the last day of the calendar month in which occurs the fifteenth (15^{th}) annual anniversary of the Rent Commencement Date (the "***Expiration Date***").

(b) The Term may be extended (each, "***Renewal Term***") for up to six (6) renewal terms of five (5) years each, with exercise of each of the Renewal Term being subject to the following conditions: (a) if Tenant elects to renew the Term, Tenant must give written notice in accordance with the provisions of Paragraph 21 to Landlord of such renewal at least twelve (12) months prior to the expiration of the then current Term; (b) this Lease has not been terminated pursuant to the provisions hereof at the time Tenant gives such notice; and (c) no Event of Default has occurred and is continuing at the time Tenant gives such notice and at the time of the applicable Renewal Term. Time is of the essence with respect to Tenant's exercise of such renewal option. Any such extension or renewal of the Term will continue all provisions of this Lease in full force and effect except that the Base Rent for each Renewal Term will be the greater of (i) 100% of the fair market rental value of the Leased Premises agreed upon by Landlord and Tenant or determined by the appraisal method set-forth below ("***FMRV***"), or (ii) the Base Rent in effect at the Expiration Date, in accordance with Exhibit B attached hereto and made a part hereof. Notwithstanding the foregoing, in the event Tenant does not exercise any of its extension options in the time period or in the manner provided in this Paragraph 3(b), each such option shall nevertheless continue in full force and effect and shall not lapse until fifteen (15) days after Landlord has

notified Tenant in writing to inquire whether Tenant desires to exercise such option. If Tenant fails to timely renew the Term as hereinabove provided, then all options with regard to subsequent extensions or renewals of the Term will expire. If the parties are unable to agree upon the FMRV, taking into account appropriate factors, including, without limitation, the length of the Renewal Term, then an independent member of the Appraisal Institute ("***MAI***") Appraiser (defined below) selected by agreement of the parties within ten (10) Business Days of the request by one party for the determination will prepare a determination of the FMRV within thirty (30) days of engagement. In making such determination, the appraiser will consider the rental rate that a comparable landlord of a comparable building (i.e., a building of similar age, condition, size and quality with similar parking availability situated in the geographic area of the Leased Premises) would accept in the then-current transactions having commencement dates that are approximately the same as the date of the commencement of the applicable Renewal Term between non-affiliated parties from new, non-expansion, non-renewal, non-sublease and non-equity tenants of comparable creditworthiness, for comparable space, for a comparable use, for a comparable period of time ("***Comparable Transactions***") in the area of the Leased Premises. In any determination of Comparable Transactions, appropriate consideration shall be given to the rental rates, the extent of Tenant's liability under the Lease (including, without limitation, responsibility for triple-net charges), length of the lease term, size and location of the premises being leased, the existence or absence of free rent, the existence or absence of a tenant improvement allowance, and other generally applicable conditions of tenancy for such Comparable Transactions. If within ten (10) Business Days after being notified of the results of such appraisal, Landlord and/or Tenant elect to reject that determination, then each of the parties will name an additional independent MAI Appraiser within ten (10) Business Days after such rejection. In the event the appraisers so named together with the originally named appraiser are unable to agree on the FMRV applying the same considerations set forth above within thirty (30) days of engagement, then the determination will be the amount agreed upon by the majority of the appraisers and reported to the parties within ten (10) Business Days following such failure to agree on the FMRV within the prior thirty (30) day period. In the event the parties are unable to select the appraiser in the first instance, each shall elect one appraiser within ten (10) Business Days after the period for having agreed to elect other appraisers, and those two appraisers will select a third appraiser (in absence of agreement as to the selection of the third independent appraiser, such selection will be made by a mediation process reasonably agreed upon by the parties or in the absence of the same, by a court of competent jurisdiction). The costs and expenses of such appraisal, including the fees of the appraiser or appraisers, will be divided equally between Tenant and Landlord. The determination of the majority of the appraisers as to the FMRV will be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. For purposes of this Paragraph, "***MAI Appraisers***" means firms or individuals, each of whom will have not less than ten (10) years' experience in appraising industrial and office commercial real estate, preferably in the areas where the Leased Premises are situated.

4. Rent.

(a) Tenant must pay to Landlord, as annual rent for the Leased Premises during the Term from and after the occurrence of the Rent Commencement Date, the sums set forth on Exhibit B ("***Base Rent***"); provided, however, subject to the retroactive commencement outlined Paragraph 7 of the Work Letter, Tenant shall not be obligated to commence the payment of Base Rent so long as Tenant has exercised the Purchase Option (as defined in the Work Letter). In the event the Document Delivery & Completion Requirement (as defined in the Work Letter) is satisfied on or prior to the Scheduled Completion Date, Tenant may elect to modify the amount of Base Rent in accordance with subparagraph (ii) of Exhibit B, evidenced by Landlord and Tenant's execution of a notice memorandum regarding the Base Rent and Rent Commencement Date in the form attached hereto as Exhibit E. Base Rent will be paid in equal monthly installments in advance commencing on the first day of the first month next following the Rent Commencement Date and continuing on the same day of each month thereafter during the Term (the said days being called the "***Base Rent Payment Dates***"), and Tenant will pay the same at Landlord's address set forth below, or at such other place in the United States or to such other person as Landlord from time-to-time may designate to Tenant in writing, in immediately available funds. Pro rata Base Rent for the period from the Rent Commencement Date to the first day of the next following calendar month shall be added to the Base Rent for the first Lease Year and must be paid in advance on the first Base Rent Payment Date, except that if the Rent Commencement Date occurs on the first day of a calendar month, the full monthly installment of Base Rent must be paid on the Rent Commencement Date.

(b) If any installment of Base Rent is not paid on the date due, Tenant will pay Landlord interest on such overdue payment at the Default Rate, accruing from the date such installment of Base Rent was due, and continuing until the same is paid, in addition if such Base Rent is not paid within ten (10) days after the date due Tenant will pay Landlord a late fee in the amount of 5% of the installment of Base Rent outstanding.

(c) Tenant will pay, as Additional Rent, all other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost Tenant is obligated to pay the party to whom such payment is due. Landlord and Tenant each agree to cooperate with one another to have all invoices, bills and other statements sent directly to Tenant, and Landlord will forward to Tenant, promptly after Landlord's receipt of same, any such invoices, bills and statements for which Tenant is liable hereunder. Any Additional Rent which is payable directly to Landlord according to this Lease will be paid to the party to whom Base Rent is paid.

5. Net Lease; True Lease.

(a) Base Rent, Additional Rent and all other sums payable by Tenant will continue to be payable in all events, and the obligations of Tenant will continue unaffected, unless the requirement to pay or perform the same are terminated or abated pursuant to an express provision of this Lease. This Lease is an absolute net lease and, notwithstanding

any present or future law to the contrary, shall not terminate except as otherwise expressly provided herein, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Base Rent, Additional Rent or other sums payable hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of: any damage to or destruction of the Leased Premises or any portion thereof; any defect in the condition, design, operation or fitness for use of the Leased Premises or any portion thereof; any taking of the Leased Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, interruption, cessation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Leased Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount title or otherwise; construction on or renovation of the Leased Premises; or any failure in the Leased Premises to comply with Legal Requirements, or any other cause whether similar or dissimilar to the foregoing. All costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable prior to or during the Term or thereafter) shall be paid by Tenant except as otherwise expressly provided herein. It is the purpose and intention of the parties to this Lease that the Base Rent and the Additional Rent due hereunder shall be absolutely net to Landlord and that this Lease shall yield, net to Landlord, the Base Rent and the Additional Rent provided in this Lease. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. Notwithstanding the foregoing, however, nothing in this Lease will limit Tenant's rights at law or in equity for any breach by Landlord of its covenant of quiet enjoyment under Paragraph 8(c).

(b) Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Landlord holds fee title in and to the Leased Premises, and such title was not acquired or intended to be held as any type of mortgage or security interest. This Lease is intended by Landlord and Tenant to be an operating lease under generally accepted accounting principles. So long as the substantive terms of this Lease remain unchanged, Landlord shall, at Tenant's sole cost and expense (including reasonable attorney's fees), cooperate with any reasonable request made by Tenant to amend this Lease, to the extent such amendment is necessary for this Lease to be treated as an operating lease under generally accepted accounting principles. Notwithstanding anything in this Paragraph 5 to the contrary, however, Tenant may elect to treat this Lease as a capital lease under generally accepted accounting principles. This Lease is also intended by Landlord and Tenant to be a true lease for federal income tax purposes and Landlord and tenant will take that position in all federal tax returns filed by them.

(c) Tenant will pay directly to the proper authorities charged with the collection thereof all utilities or services used or consumed on the Leased Premises prior to or during the Term, when due. Tenant must make its own arrangements for all utilities and Landlord will have no obligation to furnish any utilities to the Leased Premises.

6. Title and Condition.

(a) The Leased Premises are demised and let to tenant "AS IS, WHERE IS, WITH ALL FAULTS" subject to the Permitted Encumbrances, all Legal Requirements and Insurance Requirements, including any existing violation of any thereof, without representation or warranty by Landlord.

(b) Without limiting the effect of Landlord's covenant set forth in Paragraphs 6(d) and 8(c), Landlord makes no, and expressly hereby denies any, representations or warranties regarding the condition or suitability of, or title to, the Leased Premises.

(c) Landlord hereby conditionally assigns, without recourse or warranty whatsoever, to Tenant, all warranties, guaranties and indemnities, express or implied, and similar rights which Landlord may have against any manufacturer, seller, engineer, contractor or builder in respect of any of the Leased Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code (collectively, the "***Guaranties***"). Such assignment will remain in effect until the expiration or sooner termination of this Lease or of Tenant's right of possession, or until and for so long as there exists an Event of Default. Landlord will also retain the right to enforce any Guaranties so assigned in the name of Tenant upon the occurrence and during the continuation of an Event of Default. Landlord hereby agrees to execute and deliver, at Tenant's sole cost and expense, such further documents, including powers of attorney, as Tenant may reasonably request (and which in the good faith judgment of Landlord, do not adversely affect a substantial interest of Landlord), in order that Tenant may have the full benefit of the assignment effected or intended to be effected by this Paragraph 6(c). Upon the occurrence and during the continuation of an Event of Default or the expiration or termination of this Lease, the Guaranties will automatically revert to Landlord. The foregoing provision of reversion will be self-operative and no further instrument of reassignment will be required. In confirmation of such reassignment Tenant will execute and deliver promptly any certificate or other instrument that Landlord may request at Tenant's sole cost and expense.

(d) Without Tenant's prior written consent (which consent shall not be unreasonably withheld), Landlord will not (i) make any changes or alterations to the Leased Premises, (ii) other than as required by any Legal Requirements, consent to or cause any amendment or modification to any existing agreement or instrument affecting or benefiting the Leased Premises or the use or occupancy thereof (other than a Mortgage), or (iii) other than as required by any Legal Requirements, create any encumbrances or other exceptions to title to the Leased Premises (other than a Mortgage) or enter into any other agreements of any kind with respect to the use, operation or occupancy of the Leased Premises. Landlord shall cooperate with all requests of Tenant where such cooperation is necessary or desired by Tenant regarding any matter affecting or relating to the Leased Premises, which cooperation shall include, without limitation, execution and delivery of any such documents, agreements, instruments, easements, covenants, restrictions, applications, licenses, permits,

estoppels or consents reasonably required or desired by Tenant to ensure or facilitate the construction, occupancy and/or continued use of the Leased Premises for such business operations and so long as Landlord assumes no liability thereunder or Tenant indemnifies Landlord from such liability. Tenant agrees to promptly reimburse Landlord for the reasonable attorney's fees incurred by Landlord in connection with the actions requested by Tenant hereunder.

7. Taxes; Insurance and Legal Requirements.

(a) Subject to the provisions of Paragraph 18, Tenant will pay directly to the property taxing authority, and discharge all Taxes prior to delinquency. Landlord will promptly deliver to Tenant any bill or invoice it receives with respect to the Taxes. Nothing herein will obligate Tenant to pay, and the term "Taxes" does not include, federal, state or local (i) franchise, capital stock or similar taxes, if any, of Landlord, (ii) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income, or (iii) any estate, inheritance, succession, gift, capital levy or similar taxes, except to the extent that any such taxes are levied or assessed in lieu of or in substitution for any other tax or assessment upon or with respect to any of the Leased Premises which, if such other tax or assessment were in effect on the Effective Date, would be payable by Tenant. In the event that any assessment against any of the Leased Premises may be paid in installments, Tenant will have the option to pay such assessment in installments; and in such event, Tenant will be liable only for those installments (and all resulting interest thereon) that become due and payable in respect of the Term or the period prior to the Term. Tenant will prepare and file all reports required by governmental authorities that relate to the Taxes. Tenant will deliver to Landlord and/or Lender, within thirty (30) days of Landlord's or Lender's, as the case may be, request therefor, copies of all settlements and notices pertaining to the Taxes which may be issued by any Governmental Authority and within thirty (30) days after payment, receipts for payments of all Taxes made during each calendar year of the Term. Without limiting any other provisions of this Lease, including Paragraph 5(a), Tenant shall be responsible for all obligations and liabilities of Landlord under the Tax Abatement Documents, including, without limitation, any Recapture Liability (as defined in the Tax Abatement Documents), any Taxes Retroactively Due (as defined in the Tax Abatement Documents), and all other reporting requirements, obligations and liabilities of Landlord running to Northlake and Denton County under the applicable Tax Abatement Documents. Tenant agrees to defend, pay, protect, indemnify, save and hold harmless the Indemnified Parties from and against any and all Losses relating to Tenant's failure to satisfy its obligations under the preceding sentence. Landlord explicitly acknowledges the Tax Abatement Documents and Landlord covenants that it shall use good faith efforts to assist Tenant in fully realizing the benefits of the tax incentives outlined in the Tax Abatement Documents to the extent requested by Tenant, at no cost to Landlord (including reimbursement of Landlord's reasonable attorney's fees).

(b) Tenant will cause the Leased Premises to comply with and conform to all of the Legal Requirements and Insurance Requirements, and Tenant will promptly

comply with and conform to any such requirements, subject to the provisions of Paragraph 18 hereof.

8. Use.

(a) Tenant, and any sublessee of Tenant, may use the Leased Premises for the Permitted Use and for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event will the Leased Premises be used for any purpose that violates any provision of any recorded covenants, restrictions or agreements applicable to the Leased Premises. Tenant will observe, perform and comply with and carry out the provisions of any recorded covenants, restrictions or agreements, required therein to be observed and performed by Landlord and which are capable of being performed by Tenant. Landlord and Tenant hereby acknowledge and agree that Tenant shall not be obligated to continuously occupy or operate its business upon the Leased Premises, provided, however, Tenant will be responsible for paying Base Rent, Additional Rent and all other sums due to Landlord under this Lease and for performing all of Tenant's obligations required by and in accordance with the provisions of this Lease, including but not limited to the obligation to maintain the Leased Premises in good repair and condition as required by this Lease.

(b) Tenant will not permit any unlawful occupation, business or trade to be conducted on any of the Leased Premises or any use to be made thereof contrary to applicable Legal Requirements or Insurance Requirements. Tenant will not use, occupy or permit any of the Leased Premises to be used or occupied, nor do or permit anything to be done in or on any of the Leased Premises, in a manner which would (i) violate any certificate of occupancy, zoning compliance certificate, or equivalent certificate affecting any of the Leased Premises, (ii) make void or voidable any insurance which Tenant is required hereunder to maintain then in force with respect to any of the Leased Premises, (iii) adversely affect in any material manner the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, (iv) cause any injury or damage to any of the Improvements (other than for Alterations permitted under this Lease), or (v) constitute a public or private nuisance or waste.

(c) So long as no Event of Default exists hereunder, Landlord covenants that neither it nor any party claiming by, through or under it, will do any act to disturb the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant. Landlord may enter upon and examine any of the Leased Premises at reasonable times after reasonable notice and during business hours and exercise any rights and privileges granted to Landlord under the provisions of this Lease, so long as Landlord does not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. During an emergency, Landlord's access to the Leased Premises will not be restricted as provided in the immediately preceding sentence.

9. Maintenance and Repair.

(a) Tenant will at all times, keep and maintain the Leased Premises, including, without limitation, the roof and all roof components, plumbing, electrical components, equipment, landscaping, parking areas, walls (interior and exterior), footings, foundations and structural components of the Leased Premises in good condition, repair and appearance, and will promptly make all repairs and replacements (substantially equivalent in quality and workmanship to the original work) of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with any of the Leased Premises in order to keep and maintain the Leased Premises in good condition and repair, except as provided in Paragraphs 12 and 14. Tenant will do or cause others to do all shoring of the Leased Premises or of foundations and walls of the Improvements and every other act reasonably necessary or appropriate for preservation and safety thereof, by reason of or in connection with any excavation or other building operation upon any of the Leased Premises or Adjoining Property, whether or not Landlord, by reason of any Legal Requirements or Insurance Requirements, is required to take such action or is liable for failure to do so. Landlord will not be required to make any repair, whether foreseen or unforeseen, or to maintain any of the Leased Premises or Adjoining Property in any way, and Tenant hereby expressly waives the right to make repairs at the expense of the Landlord, which right may otherwise be provided for in any law now or hereafter in effect. Tenant will, in all events, make all repairs for which it is responsible hereunder promptly, and all repairs will be in a good, proper and workmanlike manner.

(b) If Tenant is in default under any of the provisions of this Paragraph 9 and such default is of a nature that it will, if it continues, (i) cause material damage or injury to the Leased Premises or any part thereof or (ii) have a materially adverse effect on the value or utility of the Leased Premises or any part thereof, then Landlord may, after thirty (30) days' notice to Tenant and failure of Tenant to commence to cure during said period or to diligently prosecute such cure to completion once begun, but immediately upon notice in the event of an emergency (that is, imminent danger of injury to persons or property), do whatever is necessary to cure such default as may be reasonable under the circumstances for the account of and at the expense of Tenant. In the event of an emergency, before Landlord may avail itself of its rights under this Paragraph 9(b), Landlord must notify Tenant and any designated on-site manager identified by Tenant of the situation by phone or other available communication. All actual and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Landlord or Lender, together with interest thereon at the Default Rate from the date of payment or incurring the expense, will constitute Additional Rent payable by Tenant under this Lease and will be paid by Tenant to Landlord on demand. The foregoing provisions will in no way reduce or lessen Tenant's responsibilities and liabilities under this Lease pertaining to the maintenance and repair of the Leased Premises.

(c) Tenant will from time-to-time replace with other similar operational equipment or parts any of the mechanical systems or other equipment included in the Improvements and required for the operation of the Leased Premises which become worn out, obsolete or unusable for the purpose for which it is intended, been taken by a Condemnation as provided in Paragraph 12, or been lost, stolen, damaged or destroyed as

provided in Paragraph 14. Tenant will repair at its sole cost and expense all damage to the Leased Premises caused by the removal of equipment or any other personal property of Tenant at any time, including upon expiration or earlier termination of this Lease.

10. Liens and Mortgages.

(a) Subject to Paragraph 18, Tenant will not permit and will promptly discharge (by payment, bonding or otherwise), any lien on the Leased Premises, on the Base Rent, Additional Rent or on any other sums payable by Tenant under this Lease, other than the Mortgage (and any assignment of leases, rents or profits collateral thereto), the Permitted Encumbrances and any mortgage, lien, encumbrance or other charge created by or resulting from any act or omission by Landlord or those claiming by, through or under Landlord (except Tenant).

(b) Landlord may encumber the Leased Premises with a Mortgage securing a Loan without Tenant's consent; provided, however, prior to the expiration of the Option Period (and, if the Purchase Option is exercised, prior to the Purchase Date) the principal balance of such Loan may not equal or exceed eighty percent (80%) of the Total Project Costs funded by Landlord.

11. Construction Project; Alterations.

(a) Landlord will provide Construction Advances for the Construction Project in the manner set forth in the Work Letter. Thereafter, Tenant will not make any Alterations that would result, after giving consideration to the completed alteration, in a diminution in the value of the Leased Premises without Landlord's written consent. Tenant may make any other Alterations that do not cost in excess of $250,000.00 without the prior written consent of the Landlord, and Landlord will not unreasonably withhold, condition or delay granting its consent to Alterations that cost in excess of $250,000.00, in each case subject to the conditions that (i) such Alterations are performed in a good and workmanlike manner and are expeditiously completed in compliance with all Legal Requirements, (ii) such Alterations comply with all Insurance Requirements, (iii) Tenant must promptly pay all costs and expenses of any such Alteration and must discharge (by payment, bonding or otherwise) all liens filed against the Leased Premises arising out of the same, subject to Paragraph 18, and (iv) Tenant must procure and pay for all permits and licenses required in connection with any such Alteration. All such Alterations made by Tenant that constitute real property (excluding Trade Fixtures) will be the property of Landlord upon installation and shall remain at the Leased Premises following the expiration or earlier termination of this Lease.

(b) Landlord acknowledges that, after completion of the Construction Project, Tenant may desire to perform one or more expansions or renovations of the Improvements during the initial Term (each, a "***Modification***"). Landlord may, at Landlord's sole discretion, obtain additional funds with which to reimburse Tenant the costs of the completed Modification, subject to the terms hereof, subject to Landlord and Tenant agreeing to an appropriate adjustment to the Base Rent and any other appropriate terms and conditions

for such reimbursement, or in the alternative, Tenant may pay for all costs of any such Modification directly with no subsequent adjustment to Base Rent.

12. Condemnation.

(a) Landlord, immediately upon obtaining knowledge of the institution of any actual or proposed institution of any proceeding for Condemnation, will notify Tenant thereof and Tenant will have the right to participate in such proceedings at its own expense in order to seek an award or payment on account of Tenant's leasehold interest hereunder, Tenant's Trade Fixtures or other tangible personal property of Tenant, Tenant's moving expenses and similar claims. Tenant, immediately upon obtaining knowledge of any actual or proposed institution of any proceeding for Condemnation, Tenant will notify Landlord thereof and Landlord will be entitled to participate in any Condemnation proceeding at its own expense. Subject to the provisions of this Paragraph 12 and Paragraph 15, Tenant hereby irrevocably conveys and assigns to Landlord any award or payment in respect of any Condemnation of Landlord's interest in the Leased Premises; provided, however, that nothing in this Lease will be construed as, or deemed to require, the assignment to Landlord of any award or payment on account of Tenant's leasehold interest hereunder, Tenant's Trade Fixtures or other tangible personal property of Tenant, Tenant's moving expenses and similar claims.

(b) If all or substantially all of the Leased Premises are subject to Condemnation, this Lease shall automatically terminate effective as of the effective date of the Taking (provided that Tenant will be permitted to seek a separate award or payment for its leasehold interest hereunder, its Trade Fixtures and other tangible personal property, moving expenses and similar claims in accordance with the terms of Paragraph 12(a) above).

(c) In the event of a Taking of any portion of the building on the Leased Premises or at least twenty percent (20%) of the Land or any portion of the truck courts thereon or primary access thereto, the loss of which even after restoration would be, in Tenant's reasonable business judgment, materially adverse to the business operations of Tenant, as certified to Landlord in writing by Tenant, then Tenant will have the right, exercisable within thirty (30) days after the Taking has occurred, to serve notice upon Landlord ("***Tenant's Termination Notice***") of its intention to terminate this Lease on any Base Rent Payment Date specified in such notice, which date (the "***Termination Date***") will be no sooner than the first Base Rent Payment Date occurring at least thirty (30) days after the date of Tenant's Termination Notice and not later than the third Base Rent Payment Date occurring after the date of Tenant's Termination Notice. Tenant's Termination Notice must include an offer to purchase the Leased Premises and the Condemnation award for an amount equal to the FMRV of the Leased Premises (the "***Purchase Price***"), plus all other amounts which may be due and owing to Landlord by reason of any default by Tenant in complying with its obligations under this Lease, including, without limitation, any prepayment fees or defeasance fees and costs associated with any Mortgage (the "***Additions to Purchase Price***") and such notice must contain a legend at the beginning thereof in bold capital letters stating, "**LANDLORD HAS THIRTY (30) DAYS FROM THE DATE HEREOF TO NOTIFY**

TENANT IF IT REJECTS OR ACCEPTS THE OFFER MADE IN THIS NOTICE." If Landlord elects not to accept Tenant's offer to purchase, this Lease will be terminated as above provided. In the event Landlord accepts Tenant's offer to purchase, Landlord must give notice accepting such offer to Tenant within thirty (30) days after the giving of Tenant's Termination Notice, in which case title will close and the Purchase Price and Additions to Purchase Price will be paid as hereinafter provided and in such event Tenant will be entitled to and will receive any and all awards then or thereafter made in the Condemnation proceeding and Landlord will assign or in case of any award previously made, deliver to Tenant on the Closing Date (defined below) such award as may be made. Failure by Landlord to timely give notice accepting or rejecting such offer to Tenant will be deemed an acceptance of such offer.

In the event Landlord accepts or is deemed to have accepted Tenant's offer to purchase, title will close on the Termination Date (the "***Closing Date***"), at noon at the local office of Landlord's counsel, or such other time and place as the parties hereto may agree upon, this Lease will be automatically extended to and include the Closing Date (or, if applicable, the extended Closing Date hereinafter described) and Tenant must pay the Purchase Price and Additions to Purchase Price by transferring immediately available funds to such account or accounts and in such bank or banks as Landlord designates, upon delivery of a special warranty deed conveying the Leased Premises and all other required documents including an assignment of any award in connection with such Taking. The special warranty deed will convey a good and clear record and indefeasible title, free from encumbrances other than (i) exceptions to title existing on the date hereof or otherwise entered into or consented to by Tenant, (ii) liens or encumbrances created or suffered through or by Tenant failing to observe or perform any of the terms, covenants or agreements herein provided to be observed and performed by Tenant, (iii) any installments of Taxes due and payable after the Closing Date, and (iv) this Lease. Such deed will contain an agreement by grantee to observe and perform all of the covenants, conditions and restrictions contained in any instruments of record that were assumed by Landlord or deemed to have been assumed by Landlord on its acquisition of title. Tenant will pay all conveyance, transfer, sales and like taxes, recording charges and fees, and title charges for any policy of title insurance required by Tenant, required in connection with the purchase. If, on the Closing Date, there may be any liens or encumbrances which Landlord is obligated to remove, Landlord will use reasonable efforts to remove the same, and the Closing Date will be extended for a reasonable period to permit Landlord to discharge such liens or encumbrances. If there be any liens or encumbrances against the Leased Premises which Landlord is obligated to remove, upon request made before the Closing Date, Landlord must provide at the Closing separate funds sufficient to discharge the same to Tenant.

If Tenant serves Tenant's Termination Notice upon Landlord and Landlord rejects Tenant's purchase offer, this Lease and the Term hereof will terminate on the Termination Date and the entire award or payment with respect to such Condemnation will be payable to Landlord (provided that Tenant will be permitted to seek a separate award or payment for its Trade Fixtures and other tangible personal property, moving expenses and similar claims in accordance with the terms of Paragraph 12(a) above).

(d) In the event of any Condemnation of part of the Leased Premises which does not result in a Termination of this Lease, subject to requirements of Paragraph 15, the Net Award of such Condemnation will be paid to Landlord and, promptly after such Condemnation, Tenant will commence and diligently continue to perform the Restoration whether or not the Net Award is sufficient to do so. Base Rent and Additional Rent will continue unabated during the period of Restoration.

Upon the payment to Landlord of the Net Award of a Taking which falls within the provisions of this Paragraph 12(d), Landlord and Lender must, to the extent received, make that portion of the Net Award equal to the cost of Restoration (the "***Restoration Award***") available to Tenant for Restoration in accordance with the provisions of Paragraph 15, and the balance remaining, if any, will be retained by Landlord and Base Rent shall continue unreduced for the remaining Term of the Lease.

In the event of a Requisition of any of the Leased Premises, Landlord will apply the Net Award of such Requisition, to the extent available, to the installments of Base Rent, Additional Rent or other sums payable by Tenant under this Lease.

(e) Except with respect to an award or payment to which Tenant is entitled pursuant to the foregoing provisions of this Paragraph 12, no agreement with any condemnor in settlement of or under threat of any Condemnation will be made by either Landlord or Tenant without the written consent of the other, and of Lender, if the Leased Premises are then subject to a Mortgage, which consent will not be unreasonably withheld, conditioned or delayed provided such award or payment is applied in accordance with this Lease.

13. Insurance.

(a) Tenant will maintain at its sole cost and expense the following insurance on the Leased Premises:

(i) Insurance against loss or damage to the Improvements under a "Special Form" (previously, "comprehensive all risk") insurance policy, which will include (with customary limits) flood insurance (if the Leased Premises is located within a defined flood zone), earthquake insurance (if the Leased Premises is located within a defined earthquake zone), boiler explosion (if there is any boiler upon the Leased Premises), plate glass breakage, sprinkler damage (if the Leased Premises has a sprinkler system), terrorism coverage (if required by Landlord or any Lender) each to the extent applicable and which may contain such exclusions as are standard in the industry, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the applicable policies (and containing an agreed amount endorsement with respect to the Improvements waiving all co-insurance provisions or to be written on a no co-insurance form), and in any event in amounts sufficient to provide actual replacement cost coverage.

(ii) Commercial general liability and property damage insurance, including a products liability clause, covering Landlord and Tenant against bodily

injury liability, and property damage liability, including without limitation any liability arising out of the maintenance, repair, condition or operation of the Leased Premises. Such insurance policy or policies shall contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of Tenant or Landlord because of the negligence or other acts of the other, shall be in amounts of not less than $5,000,000.00 per occurrence, provided such limits may be met through a combination of primary and excess or umbrella insurance.

(iii) Workers' compensation insurance or similar coverage in the statutorily mandated limits covering all persons employed by Tenant on the Leased Premises in connection with any work done on or about any of the Leased Premises.

(iv) During the construction of the Construction Project under the Work Letter, and thereafter whenever Tenant is making any Alterations or significant construction work of any kind (collectively, "***Work***"), the estimated cost of which in any one instance exceeds $100,000.00, the term "Insurance Requirement" or "Insurance Requirements" will include a requirement that Tenant obtain or cause its contractor to obtain completed value builder's risk insurance (which builder's risk insurance will be in lieu of, and not in addition to, the casualty insurance policy described in Paragraph 13(a)(i) with respect to the Construction Project under the Work Letter) and that, if required by law, Tenant or its contractor obtain worker's compensation insurance or other insurance coverage covering all persons employed in connection with the Work, whether by Tenant, its contractors or subcontractors and with respect to whom death or bodily injury claims could be asserted against Landlord.

(b) All companies providing insurance required by Paragraph 13(a) must have an A- or higher rating, as such ratings are ascribed by A.M. Best or equivalent, with a financial class of VII or higher (or otherwise agreed to by Landlord and Lender), and must be licensed to do insurance business in the State. The insurance policies must (except for worker's compensation and property insurance) name Landlord, Tenant and any Lender as additional insured parties and as loss payee or mortgagee (as applicable) under property policy(ies), as their respective interests may appear. If the required insurance expires, is withdrawn, becomes void because of a breach of any condition thereof by Tenant or becomes void for any other reason, Tenant must immediately seek to obtain new or additional insurance as required under Paragraph 13(a) above. The deductible for the insurance coverage required under Paragraph 13(a)(i) may not exceed the greater of $2,500,000.00 or "market standard" for a company of Tenant's revenue and capitalization, unless Tenant's audited net worth is equal to an amount in excess of One Hundred Million Dollars ($100,000,000.00), excluding catastrophic perils.

(c) Each insurance policy referred to above must, to the extent applicable, contain standard mortgagee clauses in favor of any Lender. As evidence of the insurance specified in Paragraph 13(a) required to be maintained by Tenant, Tenant will deliver to Landlord a certificate or certificates of insurance on an industry standard Acord 25 or Acord

28 (as applicable) or such other form as may be reasonably acceptable to Landlord and Lender. Each policy required to be carried by Tenant will also be written as a primary policy and provide as follows, to the extent Tenant is reasonably able to obtain policies that so provide: (A) that any loss otherwise payable thereunder to a particular insured or loss payee will be payable notwithstanding (i) any act or omission of any other insured or loss payee which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Leased Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any Lender pursuant to any provision of the Mortgage upon the happening of an event of default therein, or (iv) any change in title or ownership of any of the Leased Premises, (B) that such policy shall provide 30 days' notice of cancellation in coverage, or such notice as is customarily available in accordance with policy provisions, and (C) a waiver of subrogation by the insurer as to claims against Landlord, Landlord's employees and agents. Tenant shall notify Landlord within thirty (30) days of receipt of any Notice of Cancellation from its insurer that results in a material change in the coverage terms and limits resulting in non-compliance with the insurance provisions stated herein.

(d) Tenant will pay as they become due all premiums for insurance required by this Paragraph 13, will renew or replace each policy, and will deliver to Landlord and Lender a certificate (reasonably acceptable to Landlord and Lender) evidencing the existing policy and such renewal or replacement policy upon policy renewal. In the event of Tenant's failure to comply with any of the foregoing requirements of this Paragraph 13, Landlord, following written notice to Tenant and affording Tenant ten (10) Business Days to cure such failure, will be entitled to procure such insurance. Any sums expended by Landlord or Lender in procuring such insurance will be Additional Rent and will be repaid by Tenant, together with interest thereon at the Default Rate, from the time of payment by Landlord or Lender until fully paid by Tenant immediately upon written demand therefor by Landlord or Lender, as the case may be.

(e) Anything in this Paragraph 13 to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Paragraph 13(a) may be carried under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" policy or policies otherwise comply with the provisions of this Paragraph 13. In the event any such insurance is carried under a blanket policy, Tenant will deliver to Landlord and Lender a certificate of insurance as required in the above sections of this Paragraph 13.

(f) Notwithstanding anything to the contrary contained in this Paragraph 13, Tenant may satisfy its insurance obligations hereunder through a program of self-insurance or self-insured retention. With respect to self-insurance (but not self-insured retention), Tenant must maintain at all times, a tangible net worth equal to or in excess of Two Hundred Fifty Million Dollars ($250,000,000), or, in the event Tenant has an investment-grade credit rating, One Hundred Million Dollars ($100,000,000), in each case as determined in accordance with generally accepted accounting principles consistently applied.

(g) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant, for themselves and their respective insurers or any other party claiming through or under them by way of subrogation or otherwise, hereby waive and release each other of and from any and all right of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises, improvements to the Leased Premises, or personal property within the Leased Premises, by reason of fire or the elements, or other casualty, regardless of cause or origin including the negligence of the Landlord or Tenant, to the extent such loss is fully-insured under insurance policies carried by Landlord or Tenant (or required to be carried hereunder) and agree that no insurer shall have any right of subrogation against the other such party. Landlord and Tenant agree to obtain a waiver of subrogation from the respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, and to have the insurance policies endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

14. Damage; Destruction.

(a) In the event of any casualty loss to the Leased Premises, Tenant must give Landlord immediate notice thereof. Except to the extent otherwise provided herein, Tenant will adjust, collect and compromise any and all such claims relating to any casualty loss without the consent or joinder of Landlord or Lender, and all proceeds of insurance will be paid directly to Tenant for its use in the Restoration of the Leased Premises. Notwithstanding the foregoing, in the event of any casualty loss exceeding $500,000.00, then (A) any adjustment, collection or compromise of claims therefor will be made with the consent of Lender and Landlord, not to be unreasonably withheld, conditioned or delayed, and Landlord and Lender will have the right to join with Tenant therein, and (B) all Net Proceeds of any insurance will be paid to a trustee (the "***Trustee***"), which will be a federally insured bank, title insurance company or other financial institution, selected by Landlord and Tenant and reasonably satisfactory to Lender. If the Leased Premises are covered by a Mortgage at the time of the casualty, Lender, if it so desires, will be the Trustee. Each insurer is hereby authorized and directed to make payment under said policies directly to such Trustee instead of to Landlord and Tenant jointly; and Tenant hereby appoints such Trustee as Tenant's attorney-in-fact to endorse any draft therefor for the purposes set forth in this Lease after approval by Tenant of such Trustee, if Trustee is other than Lender, such approval not to be unreasonably withheld or delayed.

(b) Subject to Tenant's rights of termination hereinafter set forth, in the event of any casualty (whether or not insured against) resulting in damage to the Leased Premises or any part thereof, the Term will nevertheless continue and there will be no abatement or reduction of Base Rent, Additional Rent or any other sums payable by Tenant hereunder. Promptly after such casualty (but subject to Tenant's termination rights set forth below), Tenant must (whether or not such casualty is insured against and, if insured, whether or not the Net Proceeds are sufficient for the purpose) promptly repair or replace the Improvements as nearly as possible to their value and condition and character immediately prior to such event and otherwise in accordance with all Insurance Requirements and Legal

Requirements and the provisions of this Lease (including Tenant's making any desired Alterations allowed hereunder) and the Net Proceeds of such loss may be utilized by Tenant for such purpose, subject to the provisions of Paragraph 15 hereof if such Net Proceeds have been paid over to the Trustee. If any such Net Proceeds have been paid over to the Trustee, the Trustee must make the Net Proceeds received by it available to Tenant for Restoration, in accordance with the provisions of Paragraph 15.

(c) Notwithstanding anything to the contrary contained herein, if a casualty occurs during the last two (2) years of the Term of this Lease and the cost of restoration of the Leased Premises would be more than thirty five percent (35%) of the replacement value of the Leased Premises, as certified by a registered architect, Tenant will have the right to terminate this Lease by written notice to Landlord given within sixty (60) days after such occurrence. If this Lease is terminated then all insurance proceeds attributable to restoration of the Improvements will be paid to Landlord and Landlord alone will have the right to settle any claim with the insurance with respect to such proceeds.

15. Restoration. In the event that the Net Proceeds of any insurance payment has been paid to or otherwise held by a Trustee, then, provided that no Event of Default has occurred and is then continuing, the Net Proceeds paid to the Trustee will be disbursed by the Trustee in accordance with the following conditions:

(a) At the time of any disbursement, no Event of Default has occurred and is continuing and no mechanics' or materialmen's liens have been filed and remain undischarged and unbonded.

(b) Prior to commencement of the Restoration, the architects, contracts, contractors, plans and specifications for the Restoration must have been approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed.

(c) Each request for disbursement must be accompanied by a statement by Tenant or its general contractor describing the completed work for which payment is requested and stating the cost incurred in connection therewith.

(d) Disbursements will be made from time-to-time in an amount not exceeding the cost of the work completed since the last disbursement upon receipt of (1) satisfactory evidence, including architects' certificates, of the stage of completion, of the estimated cost of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications approved by Landlord, and (2) waivers of liens for providers of labor or materials in excess of $100,000.00.

(e) The Trustee may retain ten percent (10%) from each disbursement of the Net Proceeds until not later than thirty (30) days after the Restoration is substantially completed (as evidenced by the delivery of an AIA Form G704) and the Leased Premises are available for the Permitted Use, as evidenced by the issuance of any necessary certificate of occupancy.

(f) The Net Proceeds will be kept in a separate interest-bearing account federally insured to the extent applicable by the Trustee or by Lender.

Prior to commencement of Restoration and at any time during Restoration, if the estimated cost of Restoration, as set forth in the applicable construction contract for the Restoration, exceeds the amount of the Net Proceeds, the amount of such excess will be paid by Tenant to the Trustee to be added to the Net Proceeds prior to any further disbursement or, at Tenant's option, Tenant will fund at its own expense the costs of such Restoration until the remaining Net Proceeds is sufficient for the completion of the Restoration. Except for the payment to Landlord or Lender of the Net Award referred to in Paragraph 12(c), any amount of the Net Proceeds which remains upon the completion of Restoration will be paid to Tenant. For purposes of determining the source of funds with respect to the disposition of funds remaining after the completion of Restoration, the Net Proceeds or the Restoration Award will be deemed to be disbursed prior to any amount added by Tenant.

16. Subordination to Financing.

(a) Landlord's interest in this Lease and/or the Leased Premises shall not be subordinate to any encumbrances placed upon the Leased Premises by or resulting from any act of Tenant, and nothing herein contained shall be construed to require such subordination by Landlord. Subject to Paragraph 18, Tenant shall keep the Leased Premises free from any liens for work performed, materials furnished or obligations incurred by Tenant. EXCEPT AS OTHERWISE CONSENTED TO BY LANDLORD PURSUANT TO PARAGRAPH 17, NOTICE IS HEREBY GIVEN THAT TENANT IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE LEASED PREMISES OR TENANT'S LEASEHOLD INTEREST THEREIN, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID.

(b) Subject to the following provisions of this Paragraph 16(b), Tenant agrees that this Lease will, upon Landlord's and Lender's (if any) written request, be subject and subordinate to the lien of any Mortgage, and Tenant agrees, upon demand, without cost, to execute instruments as may be reasonably required to further effectuate or confirm such subordination, including a subordination agreement in the form of Exhibit C attached hereto or such other form or with such other modifications as may be reasonably required by Lender and approved by Landlord and Tenant. So long as no Event of Default is outstanding, Tenant's tenancy will not be disturbed, nor will this Lease be affected by any default under such Mortgage, and in the event of a foreclosure or other enforcement of any such Mortgage, or sale in lieu thereof, the purchaser at such foreclosure sale or pursuant to a deed-in-lieu thereof will be bound to Tenant for the Term of this Lease and any extensions thereof, the rights of Tenant hereunder will expressly survive, and this Lease will in all respects continue in full force and effect so long as no Event of Default by Tenant has occurred and is continuing. So long as no Event of Default by Tenant has occurred and is continuing, Tenant will not be named as a party defendant in any such foreclosure suit, except as may be required by Legal Requirements. Any Mortgage to which this Lease is now or hereafter subordinate

will provide, in effect, that during the time this Lease is in force, and so long as there is no Event of Default by Tenant hereunder, all insurance proceeds and condemnation awards will be permitted to be used for restoration in accordance with the provisions of this Lease.

(c) Notwithstanding the provisions of Paragraph 16(b), the holder of the Mortgage to which this Lease is subject and subordinate, as provided in Paragraph 16(b), will have the right, at its sole option, at any time, to subordinate and subject the Mortgage, in whole or in part, to this Lease by recording a unilateral declaration to such effect.

(d) At any time prior to the expiration of the Term, Tenant agrees to attorn, from time to time, to any owner of the Leased Premises or Lender, upon the then executory terms and conditions of this Lease, for the remainder of the term originally demised in this Lease and for any Renewal Term, provided that such owner or Lender will then be entitled to possession of the Leased Premises subject to the provisions of this Lease, and such owner or Lender will assume the obligations of Landlord under this Lease thereafter arising. The provisions of this Paragraph 16(d) will inure to the benefit of any such owner or Lender and to Tenant, will apply notwithstanding that, as a matter of law, this Lease would have otherwise terminated upon the foreclosure of the Mortgage, will be self-operative, and no further instrument will be required to give effect to said provisions.

(e) Each of Tenant and Landlord agrees that it will, if requested by the other (and if requested by Tenant, Landlord will use best efforts to cause Lender to), without charge, enter into (i) a subordination, non-disturbance and attornment agreement reasonably requested by Lender or Tenant, provided such agreement contains provisions relating to non-disturbance in accordance with the provisions of Paragraph 16(b), and (ii) an agreement with Lender whereby Tenant agrees for the benefit of Lender that Tenant will not, without in each case the prior written consent of Lender, which will not be unreasonably withheld, conditioned or delayed, (A) amend or modify in any manner that will diminish the value of this Lease to Landlord, lessen the obligations of Tenant hereunder or increase the obligations of Landlord hereunder, or cancel or surrender the term of this Lease except as expressly permitted by the provisions of this Lease, or enter into any agreement with Landlord so to do, or (B) pay any installment of Base Rent more than one month in advance of the due date thereof or otherwise than in the manner provided for in this Lease.

(f) At any time after Landlord has advised Tenant of the existence of a "Lender" hereunder, and before such Lender has confirmed to Tenant that the lien of its Mortgage has been released, Tenant will not (and will not be obligated, even upon the request of Landlord, to) execute any agreement or document purporting to subordinate this Lease to the lien of any mortgage or deed of trust other than the Mortgage held by Lender.

17. Assignment; Subleasing.

(a) Landlord shall have the right to market and contract to sell the Leased Premises any time after the Effective Date, provided, however, without Tenant's prior written consent in its sole and reasonable discretion, Landlord shall not sell or convey the Leased Premises until such time as Landlord's obligation to fund Construction Advances (as defined

in the Work Letter) has expired. In the event of any such sale or assignment other than a security assignment, Tenant shall attorn to such purchaser or assignee and Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or sale, provided such assignee assumes all of Landlord's obligations arising after the date of such assignment and Tenant receives a copy of such assignment and assumption. Tenant, acknowledging the benefits of the Tax Abatement Documents, covenants that it shall use reasonable and good faith efforts to assist Landlord in obtaining the necessary consent from Northlake and Denton County with respect to the assignment of the applicable Tax Abatement Documents to any purchaser or assignee of Landlord, and Landlord shall not be required to revise, amend or modify any terms or conditions of this Lease in order to effectuate such assignment of the Tax Abatement Documents and this Lease. Tenant further acknowledges the refusal by Northlake or Denton County to grant consent to such assignment of the applicable Tax Abatement Documents, shall not in any way prohibit a sale or conveyance by Landlord under this subsection, or Tenant's obligations under this Lease.

(b) Provided that no Event of Default has occurred and is continuing, after the Construction Project achieves Substantial Completion, Tenant may assign its interest in this Lease or sublease any portion(s) of the Leased Premises without the prior written consent of Landlord, but subject to the provisions of this Paragraph 17. Tenant will give Landlord prior written notice of Tenant's intention to assign its interest in this Lease or sublease any portion of the Leased Premises promptly upon electing to do so. In no event may Tenant assign this Lease or sublease any portion of the Leased Premises to any Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations and/or who is in violation of any of the OFAC Laws and Regulations, and any such assignment or subletting shall not be effective until the assignee or sublessee has provided written certification to Landlord that (A) neither such assignee or sublessee nor any Person who owns directly or indirectly any interest in such assignee or sublessee is a Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of the OFAC Laws and Regulations, and (B) such assignee or sublessee has taken reasonable measures to assure than no Person who owns directly or indirectly any interest in such assignee or sublessee is a Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of the OFAC Laws and Regulations; provided, however, the covenant contained in this sentence shall not apply to any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity. No sublease under, or assignment of this Lease (or any rejection in bankruptcy or other default by any assignee or sublessee hereunder) will relieve the original Tenant of its obligations hereunder, which will continue as the obligations of a principal and not as the obligations of a surety or a guarantor. Notwithstanding any merger, consolidation or sale (i) of Tenant, (ii) of any parent, subsidiary or Affiliate of Tenant, or (iii) of any or all of the assets of Tenant or any parent, subsidiary or Affiliate of Tenant, Tenant (and any successor of Tenant by such merger, sale or consolidation) will continue to be obligated for all of Tenant's obligations hereunder without any abatement, diminution, set-off, reduction, rebate, termination, or decrease,

except as expressly provided in this Lease. The joint and several liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, will not in any way be discharged, released or impaired by any (A) stipulation which extends the time within which an obligation under this Lease is to be performed, (B) waiver of the performance of an obligation required under this Lease, or (C) failure to enforce any of the obligations set forth in this Lease.

(c) No interest in Tenant or any Affiliate of Tenant, or in any Person owning directly or indirectly any interest in Tenant or any Affiliate of Tenant, shall be transferred, assigned or conveyed to any Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations and/or who is in violation of any of the OFAC Laws and Regulations, and any such transfer, assignment or conveyance shall not be effective until the transferee has provided written certification to Landlord that (i) the transferee or any Person who owns directly or indirectly any interest in transferee, is not an Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of the OFAC Laws and Regulations, and (ii) the transferee has taken reasonable measures to assure than any Person who owns directly or indirectly any interest in transferee, is not a Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of the OFAC Laws and Regulations; provided, however, the covenant contained in this sentence shall not apply to any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity.

(d) Each sublease of the Leased Premises or any part thereof will be subject and subordinate to the provisions of this Lease. Tenant agrees that in the case of an assignment, Tenant will, not less than ten (10) days prior to the execution and delivery of any such assignment as described in this Paragraph 17(d), give notice of such assignment to Landlord and Lender. Tenant further agrees that in the case of such assignment, Tenant will, within fifteen (15) days after the execution and delivery of any such assignment, deliver to Landlord and Lender (i) a duplicate original of such assignment, along with a Memorandum thereof in recordable form and (ii) an agreement executed and acknowledged by the assignee in recordable form wherein the assignee agrees to assume and agrees to observe and perform all of the terms and provisions of this Lease on the part of the Tenant to be observed and performed from and after the date of such assignment, and, in the case of a sublease, Tenant will, within fifteen (15) days after the execution and delivery of such sublease, deliver to Landlord and Lender a duplicate original of such sublease.

(e) Upon the occurrence and during the continuation of an Event of Default under this Lease, Landlord will have the right to collect and enjoy all rents and other sums of money payable under any sublease of any of the Leased Premises, and Tenant hereby irrevocably and unconditionally assigns such rents and money to Landlord, which assignment may be exercised upon and after (but not before) the occurrence of an Event of Default.

(f) Landlord will enter into (and cause Lender to join in) a non-disturbance and attornment agreement with any qualified sublessee of the entirety of the Leased Premises, if requested by Tenant and so long as neither the Base Rent nor the Term are reduced thereby. For purposes hereof, a "qualified sublessee" will be any proposed sublessee that (i) as of the effective date of the intended sublease, has a tangible net worth not less than $100,000,000, and (ii) is not a prohibited assignee or sublessee under Paragraph 17(b) hereof concerning the OFAC Laws and Regulations.

(g) With regard to any assignment or subletting which is permitted pursuant to this Paragraph 17, Landlord shall cooperate with the reasonable requests of Tenant made for purposes of effectuating such assignment or transfer and the use of the Leased Premises as contemplated thereby, which cooperation shall include, without limitation, execution and delivery of any such documents, agreements, instruments, applications, licenses, permits, estoppels or consents reasonably required by the parties to consummate such assignment or transfer and/or to permit the Leased Premises to be used by such assignee or transferee as contemplated by such assignment or transfer and so long as Landlord assumes no liability thereunder or Tenant indemnifies Landlord from such liability. Notwithstanding the foregoing, Landlord shall not be required to incur any cost or expense, nor shall Landlord be required to revise, amend or modify any terms or conditions of this Lease in order to effectuate an assignment or sublease desired by Tenant. Tenant agrees to promptly reimburse Landlord for the reasonable attorney's fees incurred by Landlord in connection with the actions requested by Tenant hereunder.

18. Permitted Contests. Notwithstanding any provision of this Lease to the contrary, after prior written notice to Landlord and Lender, Tenant will not be required to (i) pay any Tax, (ii) comply with any Legal Requirement, or (iii) discharge or remove any lien, so long as Tenant contests, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, or the extent of its or Landlord's liability therefor, by appropriate proceedings which operate during the pendency thereof to prevent (A) the collection of, or other realization upon, the Tax or lien so contested, (B) the sale, forfeiture, loss of or damage to any of the Leased Premises, any Base Rent or any Additional Rent to satisfy the same or to pay any damages caused by the violation of the same, (C) any interference with the use, occupancy, sale or financing of any of the Leased Premises, (D) any interference with the payment of any Base Rent or any Additional Rent, and (E) the cancellation of any fire or other insurance policy. In no event will Tenant pursue any contest with respect to any Tax, Legal Requirement, or lien referred to above in such manner that exposes Landlord, Tenant or Lender, to any criminal or civil penalty or sanction, or results in a defeasance of Landlord's interest in the Leased Premises. Tenant will provide Lender or Landlord in that order, as security for such contest, an amount of cash or bond equal to one hundred twenty-five percent (125%) of the amount being contested, or other form of security satisfactory in the reasonable opinion of Lender or Landlord in that order, in assuring the payment, compliance, discharge, removal or other action, including all costs, attorneys' fees, interest and penalties, in the event that the contest is unsuccessful. No such security will be required if the amount involved in the contest does not exceed two tenths of one percent (1%) of the tangible net worth of Tenant, computed

in accordance with generally accepted accounting principles consistently applied. While any such proceedings are pending and the required security is held by Lender or Landlord, in that order, Lender or Landlord, as the case may be, will not have the right to pay, remove or cause to be discharged the Tax, Legal Requirement or lien thereby being contested unless Landlord or Lender reasonably believes that Tenant is not satisfying any one or more of the relevant conditions in clauses (A) through (E) preceding during the pendency of the contest. Tenant further agrees that each such contest must be promptly and diligently prosecuted to a final conclusion, except that Tenant will, so long as all of the conditions of the first sentence of this Paragraph 18 are at all times complied with, have the right to attempt to settle or compromise such contest through negotiations. Tenant will pay any and all judgments, decrees and costs (including all attorneys' fees and expenses) in connection with any such contest and will, promptly after the final determination of such contest, fully pay and discharge the amounts which are assessed, or imposed or are determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which are ordered as a result thereof.

19. Default. The occurrence of any one or more of the following events will constitute an Event of Default under this Lease:

(a) Tenant's failure to make any payment of Base Rent within three (3) days of when due.

(b) Tenant's failure to make payment of Additional Rent or other sum herein required to be paid by Tenant when due, and such default continues for a period of ten (10) days after written notice from Landlord or Lender to Tenant.

(c) Tenant's failure to duly perform and observe the provisions of Paragraph 22(b) and such default continues for a period of ten (10) Business Days after written notice from Landlord or Lender to Tenant.

(d) Tenant's failure to maintain insurance in accordance with the requirements of Paragraph 13 hereof and such failure continues for a period of five (5) Business Days after written notice from Landlord or Lender to Tenant.

(e) Tenant's failure to duly perform and observe, or Tenant's violation or breach of, any other material obligation of Tenant hereunder hereof if such failure continues for a period of thirty (30) days after notice thereof from Landlord or Lender, or if such failure cannot be cured within such period of thirty (30) days, such period will be extended for such longer time as reasonably necessary provided that Tenant has commenced to cure such default within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such failure. Tenant agrees that after receiving any such notice of default referred to above in this Paragraph 19(e), Tenant will, upon request of Landlord or Lender, advise the requesting party of Tenant's progress in curing such default.

(f) Tenant (i) is adjudicated bankrupt or insolvent, or (ii) consents to the appointment of a receiver or trustee for itself or for any of the Leased Premises, (iii) a files or acquiesces to (as applicable) a voluntary or involuntary petition seeking relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) is liquidated or dissolved or begins proceedings toward its liquidation or dissolution.

(g) A court enters an order, judgment or decree appointing a receiver or trustee for it or for any of the Leased Premises or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree remains in force, undischarged and unstayed sixty (60) days after it is entered (each, together with those items listed in Paragraph 19(f), an "***Action***").

(h) The estate or interest of Tenant in any of the Leased Premises is levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process is not be vacated or discharged within sixty (60) days after such levy or attachment.

(i) Any representation or warranty made by Tenant herein proves to have been incorrect when made in any material respect, such incorrect representation or warranty has, or is reasonably expected to have, a material adverse effect on Landlord or the Leased Premises, and, if Tenant did not intentionally make such false representation or warranty, Tenant does not take such action as Landlord may reasonably require to protect Landlord from or compensate Landlord for such material adverse effect within thirty (30) Business Days after written notice from Landlord or Lender to Tenant.

20. Landlord's Remedies. Upon the occurrence of an Event of Default, with or without notice or demand, except the notice prior to default required under certain circumstances by Paragraph 19 above, elsewhere in this Lease, or such other notice as may be required by statute, Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation any one or more of the following:

(a) After Tenant receives an additional five (5) day notice from Landlord and if Tenant's failure to cure shall continue beyond such additional five (5) day period, to terminate this Lease without any right of Tenant to reinstate Tenant's rights by payment of any rentals due hereunder, including Base Rent and Additional Rent, or other performance of the terms and conditions hereof, whereupon Tenant's right to possession of the Leased Premises shall cease (and Tenant shall immediately surrender possession of the Leased Premises to Landlord) and this Lease, except as to Tenant's liability, shall be terminated. Tenant hereby expressly waives any and all rights of redemption granted by or under present or future law in the event this Lease is terminated or Tenant is evicted or dispossessed by reason of any breach by Tenant of any provisions of the Lease.

(b) After Tenant receives an additional five (5) day notice from Landlord and if Tenant's failure to cure shall continue beyond such additional five (5) day period, to re-enter and take possession of the Leased Premises, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. If Tenant shall, after the occurrence of an Event of Default, voluntarily give up possession of the Leased Premises to Landlord, deliver to Landlord or its agents the keys to the Leased Premises, or both, such actions shall be deemed to be in compliance with Landlord's rights and the acceptance thereof by Landlord or its agents shall not be deemed to constitute a termination of this Lease. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.

(c) Provided that Landlord has first exercised its rights under either Paragraphs 20(a) or (b) above, to remove all or any portion Tenant's tangible personal property and cause the same to be stored in a public warehouse or elsewhere at Tenant's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(d) To bring an action against Tenant for any damages sustained by Landlord or any equitable relief available to Landlord.

(e) To relet the Leased Premises or any part thereof for such term or terms (including a term which extends beyond the original Term), at such rentals and upon such other terms as are commercially reasonable, with all proceeds received from such reletting being applied to the rental and other sums due from Tenant. Landlord reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.

(f) To immediately or at any time thereafter, and with or without notice, at Landlord's sole option but without any obligation to do so, correct such breach or default and charge Tenant all reasonable costs and expenses incurred by Landlord therein. Any sum or sums so paid by Landlord, together with interest at the Default Rate, shall be deemed to be Additional Rent hereunder and shall be immediately due from Tenant to Landlord. Any such acts by Landlord in correcting Tenant's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Landlord's right to exercise any or all remedies set forth herein, until such time as Tenant pays such Additional Rent.

(g) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Tenant held by Landlord under this Lease against any sum owing by Tenant.

(h) To seek any equitable relief available to Landlord, including, without limitation, the right of specific performance.

(i) To enforce, and Tenant does hereby consent to such enforcement, all of Landlord's self-help remedies available at law or in equity without Landlord resorting to any legal or judicial process, procedure or action.

(j) In the event either party hereto initiates litigation or hires legal counsel to enforce or protect its rights under this Lease, the prevailing party will be entitled to recover from the unsuccessful party, in addition to any other damages or relief awarded or obtained, all court costs and reasonable attorneys' fees incurred in connection with such litigation or action by legal counsel.

All powers and remedies given by this Paragraph 20 to Landlord, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Landlord under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Tenant contained in this Lease, and no delay or omission of Landlord to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Paragraph 20 or by law to Landlord may be exercised from time to time, and as often as may be deemed expedient, by Landlord, subject at all times to Landlord's right in its sole judgment to discontinue any work commenced by Landlord or change any course of action undertaken by Landlord.

21. Notices. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease (collectively "***Notice***" or "***Notices***") must, to be effective for purposes of this Lease, be in writing, and they will be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, or (ii) one (1) day after having been sent by Federal Express or other nationally recognized air courier service, to the addresses stated below:

(a) If to Landlord, at the address set forth on the first page of this Lease, Attention: John D. Altmeyer.

(b) If to Landlord, with a copy to Alston & Bird LLP, Bank of America Plaza, 101 South Tryon Street, Suite 400, Charlotte, North Carolina 28280-4000, Attn: Michael Cecka.

(c) If to Tenant, at the address set forth on the first page of this Lease, Attention: Legal Department

(d) If to Tenant, with a copy to Munsch Hardt Kopf & Harr, PC, 3800 Ross Tower, 500 N. Akard St., Dallas, TX 75201, Attn.: William T. Cavanaugh, Jr.

If any Lender has advised Tenant by Notice in the manner aforesaid that it is the holder of a Mortgage and stating in said Notice its address for the receipt of Notices, then simultaneously with the giving of any Notice by Tenant to Landlord of a default by Landlord under this Lease, Tenant will serve one or more copies of such Notice upon Lender in the manner aforesaid and no such Notice of default will be effective against Lender unless and until Lender has been sent a copy thereof. For the purposes of this Paragraph 21, any party may substitute its address by giving fifteen (15) days' notice to the other party in the manner provided above.

22. Memorandum of Lease; Estoppel Certificates.

(a) Tenant and Landlord will execute, deliver and record, file or register from time-to-time all such instruments as may be required by any present or future law in order to evidence the respective interests of Landlord and Tenant in any of the Leased Premises, and will cause a memorandum of this Lease in the form attached hereto as Exhibit F, and any supplement hereto or to such other instrument, if any, as may be appropriate, to be recorded, filed or registered and re-recorded, refiled or re-registered in such manner and in such places as may be required by any present or future law in order to give public notice and protect the validity of this Lease. In the event of any discrepancy between the provisions of said recorded memorandum of this Lease or any other recorded instrument referring to this Lease and the provisions of this Lease, the provisions of this Lease will prevail.

(b) Landlord and Tenant will, at no cost to the requesting party, at any time and from time to time, upon not less than fifteen (15) days' prior written request by the other, execute, acknowledge and deliver to the other a statement in writing, executed by Landlord or Tenant by, if other than an individual, a President, Vice President or authorized general partner, manager, principal officer or agent thereof certifying (i) that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, setting forth such modifications); (ii) the dates to which Base Rent payable hereunder has been paid; (iii) that to the knowledge of the party executing such certificate, no default by either Landlord or Tenant exists hereunder or specifying each such default of which such party may have knowledge; (iv) the remaining Term hereof; (v) that to the knowledge of the party executing such certificate, there are no proceedings pending or threatened against such party before or by any court or administrative agency which if adversely decided would materially and adversely affect the financial condition and operations of such party or if any such proceedings are pending or threatened to said party's knowledge, specifying and describing the same; and (vi) that no rent has been paid under this Lease for more than one month in advance. It is intended that any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective mortgagee, purchaser, assignee or subtenant of the Leased Premises.

23. Surrender. Upon the expiration or earlier termination of this Lease, Tenant will peaceably leave and surrender the Leased Premises (except as to any portion thereof with respect to which this Lease has previously terminated) to Landlord in good condition and repair, except for ordinary wear and tear and damage by fire, casualty

or condemnation but only to the extent Tenant is not required to repair the same hereunder. Tenant will remove from the Leased Premises, at Tenant's sole cost and expense, on or prior to such expiration or earlier termination of this Lease, the Equipment and other personal property which are owned by Tenant or third parties other than Landlord, and Tenant, at its expense, will, on or prior to such expiration or earlier termination, repair any damage caused by such removal. If the Equipment and other personal property are not removed within twenty (20) days after the end of the Term or the earlier termination of the Term for any reason whatsoever, the same shall become the sole and exclusive property of Landlord. Upon such expiration or earlier termination, no party will have any further rights or obligations hereunder except as specifically provided herein.

If Tenant remains in possession of the Leased Premises after the expiration of the Term hereof, Tenant, at Landlord's option and within Landlord's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay rentals and other sums in the amounts herein provided, except that the Base Rent shall automatically be one hundred twenty-five percent (125%) of Base Rent, and to comply with all the terms of this Lease; provided that nothing herein nor the acceptance of rent by Landlord shall be deemed a consent to such holding over. Tenant shall defend, indemnify, protect and hold the Indemnified Parties, harmless for, from and against any and all Losses resulting from Tenant's failure to surrender possession upon the expiration of the Term, including, without limitation, any claims made by any succeeding lessee, provided that Tenant has been provided written notice of the existence of such succeeding lessee thirty (30) days prior to the commencement of the lease term for such succeeding lessee.

24. **No Merger of Title**. There will be no merger of this Lease nor of the leasehold estate created by this Lease with the leasehold or fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person or entity may acquire or hold or own, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate, and (ii) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership. No such merger will occur unless and until all persons and entities having any interest in (x) this Lease or the leasehold estate created by this Lease, and (y) the fee estate in or ownership of the Leased Premises or any leasehold created thereby, including, without limitation, Lender's interest therein, or any part thereof sought to be merged have joined in a written instrument effecting such merger and have duly recorded the same.

25. **Landlord and Lender Exculpation**. Anything contained herein to the contrary notwithstanding (except the last sentence of Paragraph 40), any claim based on or in respect of any liability of Landlord under this Lease will be enforced only against the interest acquired by Landlord in Leased Premises and all rents, insurance proceeds, condemnation awards and other proceeds thereof, and will not be otherwise enforced against the Landlord individually or personally. Tenant agrees that any assignment by Landlord to Lender of Landlord's interest in this Lease, or the rent, payable hereunder, whether absolute or conditional in nature or otherwise, whether such assignment is made to Lender solely as additional collateral related to a mortgage or otherwise, and the acceptance thereof by Lender

will not be treated as an assumption by Lender of any obligations of Landlord hereunder unless Lender has, by notice sent to Tenant, specifically elected to assume such obligations; provided, that Lender will be treated as having assumed Landlord's obligations hereunder upon purchase of the Leased Premises pursuant to foreclosure of the Mortgage or by deed in lieu thereof, or other conveyance, subject to the limitations set forth in the first sentence hereof.

26. Hazardous Substances.

(a) For the purposes hereof, the term "***Hazardous Materials***" will include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any Laws, or subject to regulation under any Law; (ii) listed in the United States Department of Transportation Optional Hazardous Material Table, 49 C.F.R. Section 172.101, as enacted as of the date hereof or as hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as enacted as of the date hereof or as hereafter amended; or (iii) explosive, radioactive, asbestos, a polychlorinated biphenyl, petroleum or a petroleum product or waste oil. The term "***Environmental Laws***" will include all Laws pertaining to health, industrial hygiene, Hazardous Materials or the environment, including, but not limited to each of the following, as enacted as of the date hereof or as hereafter amended; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §96021 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; and all other federal, state or local laws, rules or regulations pertaining to Hazardous Materials.

(b) Tenant will comply with and will cause the Leased Premises to comply with all Environmental Laws applicable to the Leased Premises and Tenant's operations thereon, and (i) to Tenant's actual knowledge, neither the Leased Premises, nor any portion thereof, has been used by Tenant or by any prior owner for the generation, manufacture, storage, handling, transfer, treatment, recycling, transportation, processing, production, refinement or disposal (each, a "***Regulated Activity***") of any Hazardous Materials in violation of any Environmental Laws; and (ii) to Tenant's actual knowledge, there are no Hazardous Materials present on, in or under the Leased Premises or any portion thereof in violation of any Environmental Laws. Tenant covenants it (1) will not use the Leased Premises for Regulated Activities or for the storage, handling or disposal of Hazardous Materials (other than in connection with the operation and maintenance of the Leased Premises or in Tenant's normal business operations and in commercially reasonably quantities, subject to compliance with applicable Laws), (2) (A) will not install or permit the installation on the Leased Premises of any underground storage tanks or surface impoundments containing petroleum products except as described in the Plans and Specifications (as defined in the Work Letter) and will not cause any petroleum

contamination in violation of applicable Environmental Laws originating on the Leased Premises, and (B) with respect to any petroleum contamination on the Leased Premises which originates from a source off the Leased Premises, Tenant will, upon knowledge of same, notify all responsible third parties and appropriate government agencies (collectively, "***Third Parties***") and will prosecute the cleanup of the Leased Premises by such Third Parties, including, without limitation, undertaking legal action, if necessary, to enforce the cleanup obligations of such Third Parties, (3) will cause any Alterations of the Leased Premises to be done in a way which complies with applicable Laws relating to exposure of persons working on or visiting the Leased Premises to Hazardous Materials and, in connection with any such Alteration, will remove any Hazardous Materials present upon the Leased Premises which are not in compliance with applicable Environmental Laws or which present a danger to persons working on or visiting the Leased Premises, and (4) will not install in the Leased Premises or permit to be installed in the Leased Premises asbestos or any asbestos-containing materials in any form that is or could be friable. Additionally, Landlord agrees that Tenant may use household and commercial cleaners and chemicals to maintain the Leased Premises and may store items commonly carried in Tenant's business operations, provided that such use is in compliance with all Environmental Laws. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals or other items described in this Paragraph 26 may constitute Hazardous Materials. However, Tenant may use, store and dispose of same as herein set forth, provided, that in doing so tenant complies with all Environmental Laws and Legal Requirements. For the purposes of Paragraphs 26(c) through (e), the term "Hazardous Materials" will exclude the Hazardous Materials permitted in this Paragraph 26(b).

(c) If, at any time during the Term, Hazardous Materials are found in or on the Leased Premises, regardless of when such Hazardous Materials arose or were discovered, then Tenant must (at Tenant's sole expense) promptly commence and diligently prosecute to completion all investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (collectively, "***Remedial Work***") to the extent required by Environmental Laws, and in compliance with Environmental Laws, and at Tenant's sole cost; provided, that Landlord will not be required to accept any institutional control (such as a deed restriction) that restricts the permitted commercial use of the Leased Premises or any real property as a condition to any remedial plan approved by any governmental agency in connection with such Remedial Work.

(d) To the extent that Tenant has knowledge thereof, Tenant will promptly provide notice in writing to Landlord and Lender of any of the following matters:

(i) any proceeding or investigation commenced or threatened by any Governmental Authority with respect to the release, threatened release or presence of any Hazardous Material affecting the Leased Premises or other potential environmental problem or liability in, under, from or migrating towards the Leased Premises;

(ii) any lien, action or notice affecting the Leased Premises, Tenant or Landlord resulting from any violation or alleged violation of Environmental Laws or any proceeding or investigation commenced or threatened by any Governmental Authority against Tenant or Landlord with respect to the presence, suspected presence, release or threatened release of Hazardous Materials from any property owned by Landlord;

(iii) all written notices of any pending or threatened investigation or claims made or any lawsuit or other legal action or proceeding brought by any person against (A) Tenant or Landlord or the Leased Premises, or (B) any other party occupying the Leased Premises or any portion thereof, in any such case relating to any loss or injury allegedly resulting from any Hazardous Material or relating to any violation or alleged violation of Environmental Laws;

(iv) the discovery of any occurrence, condition or state of facts with respect to the Leased Premises or written notice received by Tenant of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises, which reasonably could be expected to lead to the Leased Premises or any portion thereof being in violation of any Environmental Laws or subject to any restriction on ownership, occupancy, transferability or use under any Environmental Laws or which might subject Landlord or Lender to any Environmental Claim. "***Environmental Claim***" means any claim, action, investigation or written notice by any person alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (A) the presence, or release into the environment, of any Hazardous Materials at the Leased Premises, or (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; and

(v) the commencement and completion of any Remedial Work.

(e) TENANT WILL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, REIMBURSE, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, ASSESSMENT, LOSSES, DAMAGES, LIABILITIES, INVESTIGATIONS, OR WRITTEN NOTICES INCLUDING, COSTS AND EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, REASONABLE EXPENSES OF INVESTIGATION BY ENGINEERS, ENVIRONMENTAL CONSULTANTS AND SIMILAR TECHNICAL PERSONNEL AND REASONABLE FEES AND

DISBURSEMENTS OF COUNSEL), ARISING OUT OF, IN RESPECT OF OR IN CONNECTION WITH (I) TENANT'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS IN THIS PARAGRAPH 26, (II) THE OCCURRENCE OF ANY REGULATED ACTIVITY BY TENANT AT, ON OR UNDER THE LEASED PREMISES AT ANY TIME DURING OR PRIOR TO THE TERM OF THIS LEASE, OR (III) ANY REMEDIAL WORK REQUIRED TO BE PERFORMED PURSUANT TO ANY ENVIRONMENTAL LAW OR THE TERMS HEREOF WITH RESPECT TO MATTERS ARISING OR OCCURRING PRIOR TO OR DURING THE TERM DUE TO ACTIVITIES OF TENANT.

(f) Upon Landlord's or Lender's request, at any time as Landlord or Lender has reasonable grounds to believe that Hazardous Materials (except to the extent those substances are permitted to be used by Tenant under Paragraph 26(b) in the ordinary course of its business and in compliance with all Environmental Laws) are or have been released, stored or disposed of or on or around the Leased Premises in violation of the Environmental Laws or that the Leased Premises may be in violation of the Environmental Laws, Tenant will provide, at Tenant's sole cost and expense, an inspection or audit of the Leased Premises prepared by a hydrogeologist or environmental engineer or other appropriate consultant reasonably approved by Landlord and Lender indicating the presence or absence of the reasonably suspected Hazardous Materials on the Leased Premises or an inspection or audit of the Leased Premises prepared by an engineering or consulting firm reasonably approved by Landlord and Lender indicating the presence or absence of friable asbestos or substances containing asbestos on the Leased Premises. If Tenant fails to provide such inspection or audit within sixty (60) days after such request, Landlord may order the same, and Tenant hereby grants to Landlord and Lender and their respective employees and agents access to the Leased Premises upon reasonable notice and a license to undertake such inspection or audit. The cost of such inspection or audit, together with interest thereon at the Default Rate from the date of demand by Landlord until actually paid by Tenant, will be immediately paid by Tenant on demand.

(g) The indemnity obligations of the Tenant and the rights and remedies of the Landlord under this Paragraph 26 will survive the expiration of the Term or the earlier termination of this Lease.

27. Representations and Warranties.

(a) As a material inducement to Landlord executing this Lease, Tenant warrants and represents as of the date hereof to Landlord as follows:

(b) Tenant is duly organized or formed, validly existing and in good standing under the laws of its state of incorporation or formation. Tenant is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in the state where the Leased Premises is located, and Tenant is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in any other jurisdiction where the failure to be qualified would reasonably be expected to result in a material adverse effect upon the Leased Premises or Tenant's ability to perform and

discharge its obligations under this Lease. All necessary action has been taken to authorize the execution, delivery and performance by Tenant of this Lease and of the other documents, instruments and agreements provided for herein. Tenant is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign limited liability company" or "foreign estate", as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder. Tenant's U.S. Federal Tax Identification number and principal place of business have been provided to Landlord. The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. None of Tenant or any Affiliate of Tenant, and no Person owning directly or indirectly any interest in Tenant or any Affiliate of Tenant, is a Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or who is otherwise in violation of any of the OFAC Laws and Regulations; provided, however, the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

(c) Upon execution by Tenant, this Lease shall constitute the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(d) Except as described in publicly-available filings with the United States Securities and Exchange Commission made by Tenant under the Securities Exchange Act of 1934 as a consequence of Tenant's status as a U.S. Publicly Traded Entity, there are no suits, actions, proceedings or investigations pending, or, to its knowledge, threatened against or involving Tenant or the Leased Premises before any arbitrator or Governmental Authority, except for such suits, actions, proceedings or investigations which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(e) Tenant is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in, any breach or default under any document, instrument or agreement to which Tenant or any Affiliate of Tenant is a party or by which Tenant or any Affiliate of Tenant, the Leased Premises or any of the property of Tenant or any Affiliate of Tenant is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order other than violations that do not have, and are not reasonably expected to have, a material adverse effect on Landlord, Tenant or the Leased Premises. The Leased Premises is not subject to any right of first refusal, right of first offer or option to purchase or lease granted to a third party. Tenant has not

assigned, transferred, mortgaged, hypothecated or otherwise encumbered this Lease or any rights hereunder or interest herein.

(f) All required licenses and permits, both governmental and private, to use and operate the Leased Premises for the Permitted Use are (or will be) in full force and effect, except for such licenses and permits the failure of which to obtain has not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(g) In connection with this Lease Tenant has provided Landlord with access to Tenant's publicly available financial statements filed by Tenant with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (collectively, the "***Financial Information***"). The Financial Information is true, correct and complete in all material respects; there have been no amendments to the Financial Information since the date such Financial Information was prepared or delivered to Landlord. Tenant understands that Landlord is relying upon the Financial Information and Tenant represents that such reliance is reasonable. All financial statements included in the Financial Information fairly present as of the date of such financial statements the financial condition of each Person to which they pertain. No change has occurred with respect to the financial condition of Tenant and/or the Leased Premises as reflected in the Financial Information which has not been disclosed in writing to Landlord or has had, or could reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(h) As a material inducement to Tenant executing this Lease, Landlord warrants and represents as of the date hereof to Landlord as follows:

(i) Landlord is duly organized or formed, validly existing and in good standing under the laws of its state of incorporation or formation. Landlord is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in the state where the Leased Premises is located, and Landlord is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in any other jurisdiction where the failure to be qualified would reasonably be expected to result in a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease. All necessary action has been taken to authorize the execution, delivery and performance by Landlord of this Lease and of the other documents, instruments and agreements provided for herein. Landlord is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign limited liability company" or "foreign estate", as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder. Landlord's U.S. Federal Tax Identification number and principal place of business have been provided to Tenant. The person(s) who have executed this Lease on behalf of Landlord are duly authorized to do so. None of Landlord or any Affiliate of Landlord, and no Person owning directly or indirectly any interest in Landlord or any Affiliate of Landlord, is a Person whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or who is otherwise in violation of any of the OFAC

Laws and Regulations; provided, however, the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

(j) Upon execution by Landlord, this Lease shall constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(k) There are no suits, actions, proceedings or investigations pending, or, to its knowledge, threatened against or involving Landlord or the Leased Premises before any arbitrator or Governmental Authority, except for such suits, actions, proceedings or investigations which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease.

(l) Landlord is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in, any breach or default under any document, instrument or agreement to which Landlord or any Affiliate of Landlord is a party or by which Landlord or any Affiliate of Landlord, the Leased Premises or any of the property of Landlord or any Affiliate of Landlord is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order. Landlord has not assigned, transferred, mortgaged, hypothecated or otherwise encumbered this Lease or any rights hereunder or interest herein.

28. **Entry by Landlord and Lender**. Landlord, Lender and their authorized representatives will have the right upon reasonable notice (which will be not less than 48 hours except in the case of emergency) to enter the Leased Premises at all reasonable business hours (and at all other times in the event of an emergency), for (i) the purpose of inspecting the same or for the purpose of doing any work in accordance with Paragraph 9 above, and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise will create or imply any duty upon the part of Landlord or Lender to make any such inspection) and (ii) the purpose of showing the Leased Premises to prospective purchasers and mortgagees and, at any time within 12 months prior to the expiration of the term of this Lease for the purpose of showing the same to prospective tenants. No such entry will constitute an eviction of Tenant but any such entry will be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operation.

29. **Statements**. Tenant will submit to Landlord (i) within sixty (60) days of the end of each of the first three fiscal quarters of each fiscal year of Tenant, quarterly balance sheets, income and cash flow statements for Tenant; (ii) within one hundred and twenty (120) days of the end of each fiscal year, annual balance sheets, income and cash flow statements for Tenant, certified by an independent public accountant. Quarterly 10Qs filed with the Securities and Exchange Commission will satisfy the delivery requirement contained in clause (i) herein. Copies of the 10Ks filed with the Securities and Exchange Commission will satisfy the delivery requirement contained in clause (ii) herein. The obligations of Tenant will continue whether or not this Lease has been assigned or subleased.

30. **No Usury**. The intention of the parties being to conform strictly to the usury laws now in force in the State, whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid will be deemed reduced to such legal rate.

31. **Broker**. Landlord and Tenant represent and warrant to each other that neither party negotiated with any broker in connection with this Lease and that this Lease was negotiated directly by Landlord and Tenant; provided, however, Tenant is obligated to pay a commission to Newmark Grubb Knight Frank with respect to the Construction Project (as defined in the Work Letter) which will be funded through Construction Advances as reflected in the Preliminary Budget (as defined in the Work Letter). Each party hereby agrees to indemnify the other against all claims, damages, costs and expenses incurred by the indemnified party as a result of the breach of the foregoing representation or warranty by the indemnifying party.

32. **Waiver of Landlord's Lien**. Landlord hereby waives any right to distrain Equipment or any personal property or inventory of Tenant and any landlord's lien or similar lien upon Equipment and any other personal property or inventory of Tenant regardless of whether such lien is created or otherwise. Landlord agrees, at the request of Tenant, to execute a waiver of any Landlord's or similar lien for the benefit of any present or future holder of a security interest in or lessor of any Equipment or any other personal property or inventory of Tenant. Landlord will join in agreements when requested by Tenant, if the execution of such agreements is reasonably necessary for Tenant's business operations at the Leased Premises, so long as Landlord assumes no liability thereunder or Tenant indemnifies Landlord from any such liability. Tenant agrees to promptly reimburse Landlord for the reasonable attorney's fees incurred by Landlord in connection with the actions requested by Tenant hereunder.

33. **Bankruptcy**. As a material inducement to Landlord executing this Lease, Tenant acknowledges and agrees that Landlord is relying upon (i) the financial condition and specific operating experience of Tenant and Tenant's obligation to use the Leased Premises specifically in accordance with Paragraph 8 hereof, (ii) Tenant's timely performance of all of its obligations under this Lease notwithstanding the entry of an order for relief for Tenant under the United States Bankruptcy Code (as amended, the "***Code***") and (iii) all defaults under this Lease being cured promptly and this Lease being assumed

within sixty (60) days of any order for relief entered under the Code for Tenant, or this Lease being rejected within such sixty (60) day period and the Leased Premises surrendered to Landlord.

Accordingly, in consideration of the mutual covenants contained in this Lease and for other good and valuable consideration, Tenant hereby agrees that:

(a) All obligations that accrue or become due under this Lease (including the obligation to pay rent), from and after the date that an Action is commenced shall be timely performed exactly as provided in this Lease and any failure to so perform shall be harmful and prejudicial to Landlord.

(b) Any and all obligations under this Lease that accrue or become due from and after the date that an Action is commenced and that are not paid as required by this Lease shall, in the amount of such rents, constitute administrative expense claims allowable under the Code with priority of payment at least equal to that of any other actual and necessary expenses incurred after the commencement of the Action.

(c) Any extension of the time period within which Tenant may assume or reject this Lease without an obligation to cause all obligations accruing or coming due under this Lease from and after the date that an Action is commenced to be performed as and when required under this Lease shall be harmful and prejudicial to Landlord.

(d) Any time period designated as the period within which Tenant must cure all defaults and compensate Landlord for all pecuniary losses which extends beyond the date of assumption of this Lease shall be harmful and prejudicial to Landlord.

(e) Any assignment of this Lease must result in all terms and conditions of this Lease being assumed by the assignee without alteration or amendment, and any assignment which results in an amendment or alteration of the terms and conditions of this Lease without the express written consent of Landlord shall be harmful and prejudicial to Landlord.

(f) Any proposed assignment of this Lease to an assignee that does not possess financial condition, operating performance and experience characteristics capable of assuming and performing under this Lease shall be harmful and prejudicial to Landlord.

(g) The rejection (or deemed rejection) of this Lease for any reason whatsoever shall constitute cause for immediate relief from the automatic stay provisions of the Code, and Tenant stipulates that such automatic stay shall be lifted immediately and possession of the Leased Premises will be delivered to Landlord immediately without the necessity of any further action by Landlord.

(h) No provision of this Lease shall be deemed a waiver of Landlord’s rights or remedies under the Code or applicable law to oppose any assumption and/or

assignment of this Lease, to require timely performance of Tenant's obligations under this Lease, or to regain possession of the Leased Premises as a result of the failure of Tenant to comply with the terms and conditions of this Lease or the Code.

(i) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Code.

(j) For purposes of this Paragraph 33 addressing the rights and obligations of Landlord and Tenant in the event that an Action is commenced, the term "Tenant" shall include Tenant's successor in bankruptcy, whether a trustee, Tenant as debtor in possession or other responsible person.

34. **No Waiver**. No delay or failure by either party to enforce its rights hereunder will be construed as a waiver, modification or relinquishment thereof.

35. **Separability**. If any term or provision of this Lease or the application thereof to any provision of this Lease or the application thereof to any person or circumstances will to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and will be enforced to the extent permitted by law.

36. **Indemnification**. Tenant agrees to defend, pay, protect, indemnify, save and hold harmless the Indemnified Parties from and against any and all Losses, howsoever caused (except for Landlord's or Lender's acts of gross negligence or willful misconduct), arising from any of the Leased Premises or the Adjoining Property the use, non-use, occupancy, condition, design, construction, maintenance, repair, rebuilding, casualty or condemnation of any of or otherwise relating to, the Leased Premises or the Adjoining Property or any part thereof, whether or not any of the Indemnified Parties had or should have had knowledge or notice of the defect or conditions, if any, causing or contributing to said Loss, **including, without limitation, claims, causes of action, suits and matters based upon or alleged to be based upon the negligence of the Indemnified Parties**. In case any action or proceeding is brought against any of the Indemnified Parties by reason of any such Loss, Tenant covenants upon notice from Landlord or Lender to defend the Indemnified Parties in such action, with the expenses of such defense paid by Tenant, and the Indemnified Parties will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Tenant. The obligations of Tenant under this Paragraph 36 will survive the expiration or earlier termination of this Lease.

37. **Permitted Encumbrances**. Tenant agrees that Tenant is obligated to and will perform all obligations of the owner of the Leased Premises and pay all expenses that the owner of the Leased Premises may be required to pay in accordance with the Permitted Encumbrances. Tenant further covenants and agrees to indemnify, defend and hold harmless Landlord and Lender against any claim, loss or damage suffered by Landlord or Lender by reason of Tenant's failure to perform any obligations or pay any expenses as

required under any of the Permitted Encumbrances or comply with the terms and conditions of any of the Permitted Encumbrances as hereinabove provided during the term of this Lease.

38. **Headings**. The paragraph headings in this Lease are used only for convenience in finding the subject matters and are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease.

39. **Modifications**. This Lease may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. Each of Tenant and Landlord agrees that it will not modify or amend this Lease without the written consent of Lender, which will not be unreasonably withheld, within any period during which there is a Lender hereunder. In the event of any inconsistent instruction from Landlord and Lender, Tenant will comply with the instruction of Lender.

40. **Successors and Assigns**. The covenants of this Lease will run with the Land and will inure to the benefit of and bind Tenant, the heirs, distributees, personal representatives, successors and permitted assigns of Tenant and all present and subsequent encumbrances and subtenants of any of the Leased Premises, and will inure to the benefit of and bind Landlord, its successors and assigns. In the event there is more than one Tenant, the obligation of each will be joint and several. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, will be limited to mean and include only the owner or owners of Landlord's right, title and interest in and to the Leased Premises or the holder of the Mortgage in possession at the time in question of the Leased Premises and in the event of any transfer or transfers by Landlord of fee title to the Leased Premises, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) will be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that Landlord will not be released from any unfulfilled obligations that arose prior to such transfer and conveyance, which obligations will not be subject to Paragraph 25.

41. **Counterparts**. This Lease may be executed in several counterparts, which together will be deemed one and the same instrument.

42. **Time of the Essence**. Time is of the essence in this Lease and each and every provision hereof in which any date or time is specified.

43. **Governing Law**. This Lease will be governed by and construed according to the laws of the State.

44. **Lender As Third Party Beneficiary**. Lender will be deemed a third party beneficiary with respect to all provisions of this Lease that purport to confer benefits upon Lender or impose obligations upon Tenant or Landlord in order to protect the interests of Lender.

45. **<u>Option to Purchase</u>**. Landlord hereby grants to Tenant the exclusive option and right (the "***Purchase Option***") to purchase the Leased Premises from Landlord upon the terms and conditions set forth herein:

(a) The Purchase Option shall be irrevocable, and exercisable by Tenant at any time on or before ninety (90) days prior to the Scheduled Completion Date (the "***Option Exercise Expiration Date***"); and the period commencing on the Effective Date and continuing through the Option Exercise Expiration Date being referred to herein as the "***Option Period***").

(b) The purchase price (the "***Option Purchase Price***") of the Leased Premises, in the event the Purchase Option is properly and timely exercised, shall be an amount equal to One Hundred Three Percent (103%) of the Total Project Cost as of the date of the Option Closing if the Option Closing occurs on or before July 17, 2016, and will be increased by an amount equal to 0.35% every thirty (30) days thereafter up to and including the date which is the earlier of ninety (90) days after the Scheduled Completion Date and December 31, 2016 (for the avoidance of doubt, if the Scheduled Completion Date is December 31, 2016, the Option Purchase Price may not increase beyond such date). The Option Purchase Price shall be payable in cash or immediately available funds at the Option Closing.

(c) The Purchase Option may be exercised by Tenant, on or before 5:00 p.m. Eastern time not later than the end of the Option Period, by giving written notice ("***Option Notice***") to Landlord of such exercise. If Tenant shall fail to exercise the Purchase Option by such date and time, the Purchase Option shall terminate.

(d) The closing or settlement (the "***Option Closing***") of the sale of the Leased Premises contemplated hereby shall be held at (or through escrow with) the Title Company during regular business hours on or before the date which is not later than the date which is the earlier of ninety (90) days after the Scheduled Completion Date and December 31, 2016 (for the avoidance of doubt, if the Scheduled Completion Date is December 31, 2016, the Option Closing may not occur beyond such date). The exact time and date of the Option Closing shall be selected by Tenant by written notice given to Landlord at least ten (10) days prior to the date so specified (the "***Purchase Date***").

(e) At the Option Closing, Tenant shall purchase the Leased Premises upon the following terms and conditions:

(i) On the Purchase Date, Tenant shall pay an amount equal to the Option Purchase Price by transferring immediate funds to such account or accounts and in such bank or banks Landlord shall designate upon confirmation of delivery of a limited warranty deed conveying Landlord's interest in the Leased Premises and all other required documents, including an assignment of any award in connection with the taking of any of the Leased Premises on the Purchase Date.

(ii) The special warranty deed delivered by Landlord in connection with such transfer shall convey title, free from encumbrances other than (A) permitted encumbrances at the time of the acquisition of the Leased Premises, (B) liens or encumbrances created or suffered by Tenant or arising by reason of the failure of Tenant to observe or perform any of the terms, covenants or agreements herein provided to be observed and performed by Tenant, (C) any installments of taxes or other impositions then affecting the Leased Premises, and (D) the Lease.

(iii) Landlord shall assign the Tax Abatement Documents to Tenant. Landlord shall use reasonable and good faith efforts to obtain the necessary consents to such assignments from Northlake and Denton County.

(iv) Tenant shall pay all conveyance, transfer, sales and like taxes required in connection with such conveyance of title or assignment, regardless of who is required to pay such taxes under State or local law or custom, as well as Landlord's reasonable attorneys' fees in connection with such transfer.

(v) If there are any liens or encumbrances against the Leased Premises which Landlord is obligated to remove, upon request made a reasonable time before the Purchase Date, Landlord shall provide on the Purchase Date separate funds for the foregoing (if not funded with the Option Purchase Price), payable to the holder of such liens or encumbrances.

(vi) Landlord shall execute and deliver reasonable evidence of authority and existence, evidence of non-foreign status required by the Internal Revenue Code (without which tax will be withheld as required by law), a closing statement, an owner's affidavit of title, a state transfer tax declaration and other documents which are customarily required by the Title Company at the Purchase Date to issue its extended form owner's title insurance policy without exception for the so-called "standard" exceptions, together with the following endorsements, if available: comprehensive, zoning, utility, access, tax parcel, and survey

(vii) Tenant shall pay all title insurance costs including endorsements, survey, recording and other due diligence expenses incurred by Tenant.

(viii) The Leased Premises shall be conveyed to Tenant "AS-IS, WHERE-IS" and in then present physical condition.

(f) In consideration of the foregoing Purchase Option, Landlord hereby covenants and agrees that, during the term of this Lease, (i) Landlord will not assign, pledge, encumber, convey or otherwise transfer the Leased Premises (or any part thereof), its interest in this Lease (or any part thereof) or any controlling ownership interest in Landlord and (ii) Landlord will not enter into any other agreement with respect to the Leased Premises which will bind the Leased Premises or the Tenant from and after the Option Closing without the prior written consent of Tenant; provided, however, in the event Tenant does not timely

exercise the Purchase Option on the terms hereof, such covenant of Landlord shall no longer apply from and after the Option Exercise Expiration Date.

(g) Landlord and Tenant each warrant and represent to the other that neither has employed or otherwise engaged a real estate broker or agent other than Brokers in connection with the sale of the Leased Premises pursuant to the Purchase Option. Landlord and Tenant covenant and agree, each to the other, to indemnify the other against any loss, liability, costs (including reasonable attorneys' fees), claims, demands, causes of action and suits arising out of the alleged employment or engagement by the indemnifying party of any real estate broker or agent (other than Brokers) in connection with the Purchase Option. The indemnities contained in this subparagraph (g) shall survive the Option Closing, and/or any termination of this Lease.

(h) Notwithstanding anything contained in the Lease to the contrary, in the event the Lease is terminated prior to the exercise of the Purchase Option by Tenant, or if Tenant does not exercise the Purchase Option prior to the Option Date, then the Purchase Option shall terminate

(i) Landlord shall execute and deliver to Tenant, for countersignature and recording by Tenant, a memorandum of lease to evidence this Lease, including the Purchase Option contained herein, of record, the form of which is attached as Exhibit F to the Lease.

(j) If Landlord defaults in the performance of its obligation to convey the Leased Premises to Tenant upon exercise of the Purchase Option as set forth in this Paragraph 45 Tenant shall not thereafter be required to pay Base Rent under the Lease and Tenant may (i) bring suit for specific performance of Landlord’s obligations under this Paragraph 45, (ii) seek damages against Landlord (excluding any special, indirect, consequential or punitive damages arising out of or otherwise relating to this Lease or any of the transactions contemplated herein), and/or (iii) enforce such other rights and remedies as may be available to Tenant at law or in equity.

[Signature Page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:

WF-FB NLTX, LLC,
a Delaware limited liability company

By: /s/ John D. Altmeyer
Name: **John D. Altmeyer**
Title: Manager

TENANT:

FARMER BROS. CO.,
a Delaware corporation

By: /s/ Barry Fischetto
Name: **Barry Fischetto**
Title: Senior Vice President

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

SCHEDULE 1A TO WORK LETTER

SCHEDULE 1B TO WORK LETTER

SCHEDULE 2 TO WORK LETTER

SCHEDULE 3 TO WORK LETTER

SCHEDULE 4 TO WORK LETTER

SCHEDULE 5 TO WORK LETTER

SCHEDULE 6 TO WORK LETTER

EXHIBIT E

Exhibit E

EXHIBIT F

[Memorandum of Lease]

Exhibit 10.2

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT Agreement (this "Agreement"), is made as of July 17, 2015 (the "Effective Date"), by and between STREAM REALTY PARTNERS-DFW, L.P., a Texas limited partnership ("Developer"), and FARMER BROS. CO., a Delaware corporation ("Tenant").

RECITALS:

A. Pursuant to that certain Lease Agreement dated as of the Effective Date by and between WF-FB NLTX, LLC, a Delaware limited liability company ("Landlord"), as landlord, and Tenant, as tenant (the "Lease"), Tenant is the lessee of a tract of land containing 28.132 acres located at the northeast corner of Interstate 35 and State Highway 114 in the Town of Northlake, Denton County, Texas, as more particularly described in Exhibit A attached hereto (the "Property"). Pursuant to the Work Letter attached as Exhibit "D" to the Lease (the "Work Letter"), Tenant desires to construct a corporate headquarters office facility, coffee lab, manufacturing facility and distribution center consisting of approximately 539,448 square feet of improvements, as shall be further described in the Approved Plans (defined herein) (collectively, the "Project"). The Lease grants to Tenant an option to purchase the Project (the "Purchase Option").

B. Tenant desires to retain the services of Developer to manage, coordinate, represent, assist and advise Tenant on matters concerning the pre-development, development, design, entitlement, infrastructure, site preparation and construction of the Project, and Developer desires to provide such services, as more particularly described herein and subject to the terms and conditions of this Agreement. All duties, services and obligations to be performed by Developer in furtherance of the foregoing and pursuant to the terms and conditions of this Agreement (as more particularly described in Section 2) shall be referred to herein as the "Services".

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. APPOINTMENT OF DEVELOPMENT MANAGER

1.1. Appointment. Tenant hereby appoints Developer, and Developer hereby accepts such appointment, to act as Tenant's development manager for the Project and to provide the Services, subject to the terms and conditions of this Agreement, as an Independent Contractor.

1.2. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the later of (a) Final Completion of the Project and (b) payment in full to Developer of the Development Fee, the Additional Fee and all other fees payable to Developer under this Agreement, unless sooner terminated in accordance with Section 6 of this Agreement.

1.3. Status of Transaction as of Effective Date; Early Termination of Agreement. As of the Effective Date, Tenant and Developer have not agreed upon (nor have Tenant and the counterparties executed, as applicable) the Approved Plans, the Approved Project Budget, the Approved Project Schedule, the Scheduled Completion Date, the Construction Contracts (including the General Contract) or the Contract Documents (all of the foregoing items being sometimes collectively referred to herein as the "Project Commencement Items"). The Preliminary Plans, Preliminary Project Budget and Preliminary Project Contract Schedule and other references herein to "preliminary" items that, when finally agreed upon, will become Project Commencement Items are for informational purposes only and are not binding on Tenant or Developer. Promptly after the full execution and delivery of this Agreement, Tenant and Developer, each acting reasonably and in good faith, in consultation with each other and other parties involved in the design and construction of the Project, shall diligently proceed to finalize and mutually agree upon the Project Commencement Items. Notwithstanding anything herein to the contrary, if despite such diligent, reasonable and good faith efforts on or before January 31, 2016 (the "Outside Date"), (i) Tenant and Developer have not mutually approved the Project Commencement Items (and all documents comprising the Project Commencement Items have not been fully executed by Tenant and the counterparties thereto), (ii) an unconditional building permit for the construction of the Project has not been issued by the Town of Northlake, and (iii) Tenant has not given the General Contractor a notice to proceed to commence work under the General Contract (collectively, the "Project Commencement Conditions"), then each of Tenant and Developer, if such party has used diligent, reasonable and good faith efforts to satisfy the Project Commencement Conditions, shall have the right to terminate this Agreement at any time after the Outside Date by giving at least five (5) Business Days' prior written notice of such termination to the other party. If Tenant or Developer terminates this Agreement pursuant to this Section 1.3, then the following provisions shall apply:

1.3.1. Tenant shall pay the Additional Fee (as defined herein) in full to Developer within ten (10) days after the date of termination, regardless of whether such termination was elected by Tenant or Developer; provided, that the Additional Fee shall not be payable to Developer if the failure of the Project Commencement Conditions was caused by (a) Developer's having acted in bad faith in its efforts to timely satisfy the Project Commencement Conditions, (b) Developer's failure to perform the Services or its other obligations in accordance with the terms of this Agreement, if and to the extent such Services are capable of being performed prior to the satisfaction of the Project Commencement Conditions, provided Tenant has sent a notice of default to Developer under Section 6.2 prior to the Outside Date and such default has not been cured on or before the earlier of the cure period applicable thereto or the Outside Date, or (c) Tenant's abandonment of development of the Project because it has reasonably determined that the development of the Project is not feasible due to adverse conditions or circumstances affecting or relating to the Property.

1.3.2. Tenant and Developer agree that if this Agreement is terminated by either party under this Section 1.3 and the Additional Fee is payable to Developer under Section 1.3.1, the Additional Fee shall be deemed to be liquidated damages and not a penalty due to the difficulty in determining the loss suffered by Developer in having agreed the transactions contemplated by sale of the Property to Landlord, the lease of the Property to

Tenant pursuant to the Lease, and the terms of this Agreement. Tenant and Developer acknowledge that they have read and understand the provisions of the foregoing liquidated damages provision and agree to be bound by its terms.

1.3.3. Within ten (10) days after the date of termination, Tenant shall pay (or reimburse Developer for) any unpaid or unreimbursed Project Costs incurred by Developer for which Developer is entitled to reimbursement hereunder.

1.3.4. No Development Fee or other fee shall be payable to Developer.

1.3.5. Upon such termination and payment of the Additional Fee and Project Costs to Developer, this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder except for any rights or obligations that expressly survive the termination or expiration of this Agreement.

1.4. Tenant-Contracted Parties and Improvements. As described below, the parties currently anticipate that Tenant will enter into a design-build agreement with EMJ Corporation ("EMJ") as design-builder of the Project, and that accordingly, under Developer's supervision and oversight as set forth herein, EMJ Corporation will (a) engage the Design Consultants, engineers, subcontractors, vendors and most others involved in the Project, and (b) construct the Project. Notwithstanding the foregoing; however: (a) Tenant has directly engaged Faithful + Gould ("Faithful + Gould") to act as Tenant's owner's representative with respect to the Project; (b) Tenant has directly engaged The Haskell Company ("Haskell") to design, construct and install certain mechanical, electrical and plumbing improvements and machinery related to manufacturing and distribution center operations in the manufacturing facility to be constructed as part of the Project (the "Industrial Design-Build Improvements"); and (c) Tenant shall have the right to directly engage other Design Consultants, Contractors, vendors and consultants to perform services in connection with the Project. As used in this Agreement, "Tenant-Contracted Parties" means any such Design Consultants, Contractors, vendors and consultants (i) who are engaged directly by Tenant, including Faithful + Gould and Haskell but excluding Developer and EMJ, and (ii) whose remuneration or compensation is not contained in the Preliminary Project Budget or Approved Project Budget, as applicable. Any services or work provided by any Tenant-Contracted Parties are referred to herein as the "Tenant-Contracted Work" and any improvements to be constructed or furniture, fixtures or equipment to be installed by the Tenant-Contracted Parties (including without limitation the Industrial Design-Build Improvements) are collectively referred to herein as the "Tenant-Contracted Improvements/FF&E").

2.SERVICES

2.1. General Requirements of Engagement. Developer's general responsibility hereunder as Tenant's development manager shall be to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Project, and to take such actions as Tenant may reasonably request within the scope of Developer's responsibilities in this Agreement. Without limiting the generality of the foregoing, in discharging its general responsibility hereunder with respect to the development of the Project, Developer shall perform and discharge the following specific responsibilities, subject to the terms of this Agreement:

2.1.1. Developer shall use commercially reasonable efforts (i) to cause the construction of the Project to be prosecuted by the General Contractor substantially in accordance with the Approved Plans and in compliance with the Approved Project Schedule and such contractual obligations of Tenant under the General Contract and the Work Letter, and (ii) to cause the General Contractor to achieve Final Completion of the Project on or before the Scheduled Completion Date (subject to Tenant Delays and delays caused by Force Majeure Events) and at a cost, including the Developer Compensation, not to exceed the total Project Costs set forth in the Approved Project Budget plus the actual aggregate cost of change orders permitted by Section 2.7.4 below or otherwise approved by Tenant.

2.1.2. Developer shall diligently and faithfully perform the Services in accordance with (a) the terms and conditions of this Agreement, and (b) the standard of care exercised by highly qualified commercial office and industrial developers experienced in the development of best in class campus projects of comparable character, size, scale and complexity as the Project.

2.1.3. Developer shall comply with all Applicable Legal Requirements required for the performance of the Services by Developer and shall use commercially reasonable efforts to cause all Design Consultants and Contractors to comply with all Applicable Legal Requirements relating to the construction of the Project. "Applicable Legal Requirements" means all zoning, land use, health, safety and other laws, ordinances, statutes, codes, orders or regulations of governmental or quasi-governmental authorities, and all restrictive covenants, declarations, easements or other private restrictions, applicable or relating to the Services or the Project.

2.1.4. Developer shall maintain in good standing all licenses, permits, approvals, and authorizations required under Applicable Legal Requirements for Developer's performance of any of the Services.

2.1.5. Developer shall provide adequate and experienced personnel to perform all of the Services, including, without limitation, support staff for accounting, reporting and administrative services, and make its knowledge, expertise and resources available to Tenant in connection with the Project. Developer shall from time to time designate, subject to Tenant's reasonable approval, an individual as "Project Manager" having direct responsibility as Project Manager for the Project. Such Project Manager must have substantial experience in managing the development and construction of large office and industrial projects comparable to the Project. The initial Project Manager shall be Albert Jarrell. Mr. Jarrell may not be voluntarily replaced or reassigned by Developer during the Term. If Mr. Jarrell's employment with Developer and its Affiliates terminates, or if Mr. Jarrell dies or becomes incapacitated, Project Manager shall immediately (and in no event later than five (5) days thereafter) provide a qualified replacement Project Manager, subject to the prior written approval of Tenant, such approval not to be unreasonably withheld, conditioned or delayed. Such replacement Project Manager, may, but need not be, an employee of Developer or Affiliate and may instead be engaged by Developer as a consultant or independent contractor.

2.1.6. Other than the Tenant-Contracted Improvements/FF&E, Developer shall supervise the design and construction of the Project, including all buildings constructed as a part of the Project and all off-site improvements and on-site common area improvements, such as site preparation and grading, above-ground and underground utility systems, parking lots, surface improvements, lighting, roads, and landscaping, in each case substantially in accordance with the Approved Plans. Tenant shall be solely responsible for supervising the design and construction of the Tenant-Contracted Improvements/FF&E; provided, however, Developer will work with Tenant, the Tenant-Contracted Contractors and their and representatives, including, without limitation, to facilitate the incorporation and timely completion of the Tenant-Contracted Improvements/FF&E into the Project. Tenant must timely identify and inform Developer of all modifications to the shell building required by any Tenant-Contracted Improvements/FF&E. Subject to the foregoing, Developer shall be responsible for all coordination efforts concerning design or construction whereby any instruments of service, reports or actual construction work performed by or on behalf of Tenant through any consultant, designer or contractor retained and supervised directly by it are coordinated with the instruments of service, reports or actual design or construction work performed through any consultant, designer or contractor supervised by Developer.

2.1.7. Developer shall ensure that all work (if any) contracted for by Developer for the design and construction of the Project shall be at arms' length market rates and in accordance with this Agreement. Developer will secure and credit to the Tenant, and not receive or retain for itself, all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other transactions regarding the Project.

2.1.8. Developer shall assist Tenant in selecting and retaining the professional services of, and coordinating the services and reports of, surveyors, environmental consultants, geotechnical consultants, civil engineering consulting consultants, other special consultants and testing laboratories.

2.1.9. In the event of a default by a Design Consultant, Contractor or other party providing services in connection with acquisition, design or construction the Property or the Project, Developer shall assist Tenant in connection with the enforcement of applicable warranty and contract rights, including, as necessary, providing information and testimony as requested by Tenant regarding document negotiations, field meetings, project administration and other Project matters, with any actual out of pocket costs incurred in connection therewith to be borne by Tenant.

2.1.10. Notwithstanding anything herein to the contrary, (i) Developer's responsibilities under this Agreement with respect to the Services consist solely of advising and consulting with Tenant in connection with certain matters pertaining to the work for the Project, and monitoring and coordinating the activities of the design and engineering professionals, contractors and other third parties on behalf of Tenant, and (ii) Developer is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the construction of the Project; and accordingly, if and to the extent Developer performs the Services in accordance with

this Agreement, Developer shall not be liable for the professional services rendered, plans, designs or specifications provided, construction work performed, or materials furnished in connection with the construction of the Project.

2.1.11. Notwithstanding anything herein to the contrary, Developer shall not be required to provide any Services other than coordination pursuant to Section 2.1.6 with respect to any Tenant-Contracted Improvements/FF&E or the design, construction or installation thereof.

2.2. Project Design.

2.2.1. Design Consultants. Gensler will be the architect for the finish-out of the corporate headquarters office space and RGA Architects will be the architect for remainder of the Project other than the Tenant-Contracted Improvements/FF&E. Gensler and RGA Architects are sometimes collectively referred to as the "Architects". Haskell will be the architect (under a design-build agreement) for the Industrial Design-Build Improvements. Developer shall coordinate and supervise the work of the Architects and any and all other design consultants of the Project other than any Tenant-Contracted Parties as necessary for the completion of the Project, including, without limitation, other architects, engineers, designers, landscape architects, Office FF&E consultants, interior decorators, etc. (each, including Architect but excluding Interiors Architect, "Design Consultant", and collectively, including Architect but excluding Interiors Architect, "Design Consultants"). Developer will consult with Tenant and Tenant's counsel in Tenant's negotiation of the engagement of Design Consultants to provide review solely from a development and construction management perspective but will not provide legal assistance or advice to Tenant in connection with such negotiations or otherwise, and any contracts to be entered into with Design Consultants ("Design Contracts") shall be subject to Tenant's approval in its sole discretion and shall be entered into by Tenant. Alternatively, one or more of the Design Consultants may be engaged by the General Contractor if the General Contract is a design-build agreement as provided herein. Developer shall use commercially reasonable efforts to advise Tenant on an ongoing basis regarding the necessity for additional Design Consultants, or regarding necessary or advisable amendments, terminations and/or other modifications to existing agreements with Design Consultants.

2.2.2. Preliminary Plans. Attached hereto as Exhibit B are preliminary plans for the Project, including the Tenant-Contracted Improvements/FF&E (the "Preliminary Plans"). The Preliminary Plans reflect the best information available to, and the current intentions of, Tenant and Developer with respect to the design of the Project as of the Effective Date.

2.2.3. Approved Plans. Developer shall coordinate with the Architect the preparation of final architectural and construction plans for the Project (other than for the Tenant-Contracted Improvements/FF&E), including, without limitation, all design related elements to be incorporated into the Project, which will be made available to Tenant for its review and approval (and which shall not be deemed approved unless and until Tenant has approved the same in writing) (such approved plans, the "Approved Plans").

Notwithstanding anything herein to the contrary, the Approved Plans shall not include the Tenant-Contracted Improvements/FF&E. Developer shall consult with Tenant from time to time regarding necessary or advisable alterations, additions, deductions or other changes to the Approved Plans, and if approved by Tenant, shall coordinate the preparation of any such revisions to the Approved Plans. The initial Approved Plans and any modification thereto shall be subject to Tenant's prior written approval in its sole discretion. The Approved Project Budget shall not be updated or amended except as permitted in Section 2.7.4 herein. The Approved Project Schedule shall not be updated or amended except as permitted in Section 2.6.3 herein to reflect Force Majeure Events or Tenant Delays.

2.3. Entitlements. Developer shall timely submit all necessary plans, applications and other materials required by governmental authorities for review and approval, if any. Developer shall use commercially reasonable efforts to obtain all necessary entitlements, permits and approvals for the development of the Project in accordance with the Approved Plans from any governmental agencies having jurisdiction over the Project, including, without limitation, any agency's approvals with respect to the plans for zoning, civil engineering, architectural, mechanical, electrical and plumbing systems and building permits for construction of the Project (collectively, "Entitlements"). Developer shall coordinate and review all Entitlement requirements and procurement with Design Consultants and Contractors.

2.3.1. Meetings. Developer shall provide Tenant with at least five (5) Business Days' notice (or, to the extent such prior notice cannot be practicably given, then Developer shall provide Tenant with as much advance notice as is practicable) of any meetings with governmental agencies. Developer shall use commercially reasonable efforts to schedule all meetings and discussions with governmental agencies regarding material matters affecting Entitlements for the Project in a manner that a representative of Tenant may participate in such meetings.

2.3.2. Compliance. Developer shall use commercially reasonable efforts to facilitate timely compliance and satisfaction of all Entitlement conditions and to cause all such conditions and requirements to be incorporated into the Project contracts as necessary and to the Tenant's reasonable satisfaction.

2.3.3. Authority. Notwithstanding anything to the contrary in this Agreement, Developer shall not execute or otherwise agree to bind the Property with respect to any Entitlements or any exactions imposed by governmental agencies in connection with such Entitlement unless approved by Tenant in writing. Nothing herein shall preclude Tenant from future delegations of authority or responsibility, provided that any such delegation must be in writing and signed by Tenant to be effective.

2.3.4. Environmental Remediation. Developer shall make recommendations to Tenant regarding the retention of environmental consultants and other professionals for the purposes of investigating and monitoring any environmental matters concerning the Property and effectuating any environmental remediation required by Applicable Legal Requirement or by Tenant. In connection with any environmental remediation approved by Tenant, Developer shall coordinate, oversee and monitor all environmental remediation work

(including, without limitation, any work regarding soils and/or storage tanks) conducted at the Property. Developer is not an expert with respect to the detection, control, handling, removal or supervision of activities related to "Hazardous Substances" (as defined by any Applicable Legal Requirements). In no event will Developer make an independent determination as to the presence or absence of Hazardous Substances, or whether the Property is in violation or compliance with any Applicable Legal Requirements. Developer shall have no responsibilities with respect to such Hazardous Substances other than to cooperate in Tenant's (or its contractors' or agent's) efforts in evaluating and implementing any environmental remediation work approved by Tenant and/or claims against third parties with respect to environmental matters.

2.4. Engagement of General Contractor and other Contractors.

2.4.1. Construction Contracts. Developer consult with and assist Tenant regarding Tenant's entry into an agreement or agreements for the construction of the Project (other than for the Tenant-Contracted Improvements/FF&E) (each, a "General Contract") with EMJ as a general contractor ("General Contractor"), provided that the entry into such General Contracts shall be subject to the prior written consent of Tenant, and no changes to the General Contract shall be permitted without Tenant's prior written consent. At the election of Tenant, the General Contract may be a design-build agreement whereby the General Contactor engages one or more of the Design Consultants and enters into the Design Contracts. The General Contractor and any other contractors engaged by Tenant to provide materials, supplies and/or services with respect to the construction of the Project, as, for example, contracts with franchise utility companies for the relocation or construction of utilities, are sometimes herein individually referred to as "Contractor" and collectively referred to as "Contractors". Any contracts or agreements between Tenant and any Contractors with respect to the Project are collectively referred to herein as the "Construction Contracts". Developer will consult with Tenant and Tenant's counsel in Tenant's negotiation of the engagement of the Contractors to provide review solely from a development and construction management perspective but will not provide legal assistance or advice to Tenant in connection with such negotiations or otherwise. For the avoidance of doubt, the contract or contracts for the Tenant-Contracted Improvements/FF&E shall not be deemed "Construction Contracts" and the contractors thereunder shall not be deemed "Contractors".

2.4.2. Contract Requirements. The Construction Contracts shall be subject to Tenant's prior written approval and shall be entered into by Tenant.

2.4.3. Bids. Developer shall coordinate the preparation of bid documents and Construction Contract documents (from a construction/development perspective but not a legal perspective) (which documents shall be on the applicable AIA form unless otherwise required by Tenant) for the Project by consulting with Tenant and Design Consultants regarding drawings and specifications as they are being prepared, and recommending alternative solutions whenever Developer believes that design details may affect construction feasibility, cost or schedules.

2.4.4. Contract Documents. The contracts that establish the rights and obligations of the parties engaged in design or construction of the Project, including without limitation, the Approved Plans, the Design Contracts and Construction Contracts (including any addenda, general conditions or certifications thereto), all written amendments (e.g., change orders), work change directives and field orders pursuant to the Construction Contracts, and the Design Consultants' written interpretations and clarifications issued on or after the date of the Construction Contracts, are sometimes collectively referred to herein as the "Contract Documents". Any Contract Document (other than the Approved Plans) shall be on the applicable AIA form unless otherwise required by Tenant and shall be entered into by Tenant.

2.5. Project Budget.

2.5.1. Preliminary Project Budget. Attached hereto as Exhibit C is a preliminary budget for Landlord's cost to acquire the Property, all pre-development costs and all costs to be incurred in the construction of the Project (the "Preliminary Project Budget"). The Preliminary Project Budget reflects the best information available to, and the current intentions of, Tenant and Developer with respect to the costs and expenses expected to be incurred to acquire the Property and develop the Project as of the dates thereof.

2.5.2. Approved Project Budget. Developer shall prepare, together with and for approval by Tenant, and in consultation with Architect, Design Consultants, and General Contractor, the overall budget for Landlord's cost to acquire the Property, all pre-development costs incurred as of the Effective Date and to be incurred prior to commencement of construction, and all costs to be incurred in the construction of the Project (including, without limitation, the cost of construction, equipment, design fees, project management fees, and any and all other hard costs, soft costs and other expenses associated with the construction and development of the Project) (collectively, "Project Costs"), which budget shall be consistent with the Approved Plans (the "Approved Project Budget"). Developer may, without Tenant's consent, (i) reallocate up to ten percent (10%) of any line item of Development Costs in the Approved Project Budget if Developer believes that actual or anticipated savings in such line item should allocated to other line items constituting Development Costs in the Approved Project Budget, and (ii) use up to ten percent (10%) of the funds in the contingency line item for the payment of Development Costs in the Approved Project Budget; provided, Developer will describe such reallocation or use in reasonable detail in the next Monthly Report. Tenant's written consent will be required for other line item reallocations or uses of the contingency line item, however, such consent, will not unreasonably withheld, conditioned or delayed. If Tenant does not give consent to any line item reallocation or use of the contingency line item Tenant must explain the reasons therefor in reasonable detail and suggest an alternative way to fund, reduce or avoid the expense that Developer has proposed to fund by such reallocation or use. The Parties acknowledge that Developer's compensation for Services under this Agreement is dependent on the amount of the Approved Project Budget. Accordingly, Developer and Tenant acknowledge and agree that the Approved Project Budget shall not be updated, amended, or otherwise increased except as permitted in this Section 2.5.2 or in Section 2.7.4. On the Effective Date, Tenant shall reimburse Developer for any Project Costs that have not previously been

reimbursed to Developer by Tenant pursuant to that certain letter agreement dated April 10, 2015 between Developer and Tenant. Notwithstanding anything to the contrary in Section 12.1, requests for consents or approvals, and any resulting consents or approvals granted, under this Section 2.5.2 may be given and received by email without any obligation to send such request, consent or approval by any other method of delivery.

2.5.3. Development Costs. As set forth in Sections 2.7.5 and Section 4.1 below Developer's obligation to fund Development Cost Overruns and the calculation of the Development Fee are based on Development Costs rather than Project Costs. "Development Costs" means all Project Costs *other than*: (a) any costs or expenses of Landlord's or Tenant's acquiring the Property (including, without limitation, the purchase price, closing costs, taxes, fees, or other similar transactional expenses); (b) any costs or expenses incurred in connection with the Tenant-Contracted Improvements/FF&E; (c) all costs or expenses of financing or leasing the Property, the Project or any portion thereof (including, without limitation, debt service, rent, closing costs, taxes, fees, or other similar transactional expenses); (d) any amounts designated in any Approved Project Budget for contingencies unless and until such amounts are actually applied to Project Costs; (e) the Developer Compensation or Developer's overhead; and (f) any operating revenues, operating expenses or cash flow shortfalls.

2.6. Project Contract Schedule.

2.6.1. Preliminary Project Contract Schedule. Attached hereto as Exhibit D is a preliminary schedule for the acquisition of the Property and construction of the Project (the "Preliminary Project Contract Schedule"). The Preliminary Project Contract Schedule reflects the best information available to, and the current intentions of, Tenant and Developer with respect to the timeline expected in connection with the acquisition of the Property and development of the Project as of the Effective Date.

2.6.2. Approved Project Schedule. Developer, in consultation with the General Contractor and Design Consultants, shall prepare for Tenant's approval a schedule for the preconstruction and construction phases of the Project (the "Approved Project Schedule") that integrates the services of Contractors, Design Consultants and other third parties for the preparation of all design documents, the processing of all Entitlements and other governmental approvals, environmental remediation activities, the pre-purchasing of materials and equipment, the commencement of construction, and the attainment of designated milestones by the appropriate contractors and for the Project in general, including, without limitation, (a) the commencement of material grading and other site work on the Property in accordance with Entitlements and Approved Plans for the Project (the "Construction Commencement Date"), (b) the filing of the final plat of the Property and obtaining all permits necessary for construction of the Project; (c) the occurrence of Substantial Completion; and (d) the occurrence of Final Completion (the "Scheduled Completion Date"). Notwithstanding the foregoing or anything else herein to the contrary, all milestones included in the Approved Project Schedule (i) shall only be reasonable estimates of certain stages and components of the construction process, and (ii) shall not

create any obligation on, or otherwise be binding upon, Developer or cause Developer to be in default under this Agreement if any milestone does not occur on the applicable specified date; provided, that the failure of Final Completion of the Project to occur not later than the Scheduled Completion Date may cause Developer to incur delay damages as provided in Section 2.7.17. Upon approval by Tenant and Developer, the Approved Project Schedule shall be signed titled as such, and shall be signed and dated by Tenant and Developer. No other schedule published by or on behalf of Developer shall be titled "Approved Project Schedule" unless it is a contractual update, agreed to in writing and signed and dated by both Tenant and Developer.

2.6.3. Modification of the Approved Project Schedule. The Parties acknowledge that a portion of Developer's compensation under this Agreement is dependent on Developer's causing the Final Completion of the Project prior to the Scheduled Completion Date. Accordingly, Developer shall not amend the Approved Project Schedule except to reflect Force Majeure Events and Tenant Delays. In the event that any portion of the preconstruction or construction phases of the Project are delayed for reason *other than* Force Majeure Events and Tenant Delays, Developer shall prepare, in consultation with the Contractors, and circulate to Tenant and the Contractors, a project schedule indicating the anticipated date on which the material milestones are estimated to occur, in order to provide Tenant with an accurate account of the actual progress and anticipated completion of the Project; however, Tenant's approval or acceptance of such modified schedule shall in no manner affect or amend the Approved Project Schedule or the date of the Scheduled Completion Date unless Tenant otherwise agrees in writing or unless a Force Majeure Event or Tenant Delay occurs.

(a) "Tenant Delay" means any delay in achieving Final Completion or otherwise in the Approved Project Schedule if and to the extent such delay is caused by:

(i) Tenant's (A) failure to respond to any written request by Developer for an approval or decision by Tenant under this Agreement that is not made or given by Tenant within five (5) Business Days after such written request (together with reasonable supporting information or materials adequate to enable Tenant to make an informed decision) is provided by Developer to Tenant, or (B) failure to make a representative available for a meeting or call as may be required or scheduled under this Agreement or otherwise necessary in connection with the preparation or completion of any Contract Documents, or in connection with the performance of the work thereunder, within three (3) Business Days after written request therefor;

(ii) a change order initiated by the Tenant under Section 2.7.4(d) or any other Change Order requested, initiated or approved by Tenant (but only if Developer advised Tenant in writing that such change order, if so requested, initiated or approved by Tenant, will cause a Tenant Delay);

(iii) any amendment or modification to any Contract Document by Tenant, or any modification or waiver of, or consent to any delay in, the performance by any counterparty under any Contract Document or any deadline under such Contract Document;

(iv) any default by Tenant under this Agreement, including without limitation Tenant's failure to timely provide funds to pay when due all obligations of Tenant in connection with the construction and development of the Project, including all obligations of Tenant to Developer under this Agreement;

(v) the failure of Tenant to obtain the approval of Landlord for any matter required to be approved by Landlord pursuant to the Lease or Work Letter within five (5) Business Days after Developer's written request therefor and provision of supporting information or materials to Tenant that are adequate to enable Landlord to make an informed decision;

(vi) the failure of Landlord to approve any matter required to be approved by Landlord pursuant to the Lease or Work Letter within five (5) Business Days after Developer's written request therefor and provision of supporting information or materials to Tenant that are adequate to enable Landlord to make an informed decision, or the failure of Landlord to execute, acknowledge and deliver any document, as the fee owner of the Property, required for the construction and development of the Project contemplated by this Agreement, within five (5) Business Days after written request therefor and provision of supporting information or materials to Tenant that are adequate to enable Landlord to make an informed decision, as, for example and not by way of limitation, the plat of the Property, utility easements and documents required by governmental authorities;

(vii) any amendment to the Lease or Work Letter that was not requested or approved by Developer;

(viii) any act or omission by Tenant, Tenant's agents, employees, contractors, subcontractors, representatives, consultants or independent contractors, including, without limitation, any Tenant-Contracted Parties involved in the design, construction or installation of the Tenant-Contracted Improvements/FF&E; or

(ix) the design, construction of the Tenant-Contracted Improvements/FF&E (including, without limitation, the timely incorporation of the Tenant-Contracted Improvements/FF&E into the Project).

Notwithstanding anything to the contrary in Section 12.1, requests for consents or approvals, and any resulting consents or approvals granted, under

this Section 2.6.3(a) may be given and received by email without any obligation to send such request, consent or approval by any other method of delivery.

Notwithstanding the foregoing, no act or omission that would otherwise constitute an Tenant Delay will be considered an Tenant Delay unless notice of the delay is given by Developer to Tenant within ten (10) days after Developer first becomes aware of the delay caused by the applicable event.

(b) "Force Majeure Event" means any of the following: strike, lockout, fire or other casualty, material or labor shortage, inclement weather (beyond weather days included in the Approved Project Schedule) and the consequences thereof, condemnation, riots, insurrections, acts of terrorism, war, civil disturbances, revolts, insurrections, acts of God or other events beyond the reasonable control of Developer or General Contractor; provided that Developer shall deliver to Tenant written notice of the occurrence of the applicable event within ten (10) days after Developer first becomes aware of the delay caused by the applicable event.

2.7. Construction.

2.7.1. Construction Management. Upon Developer's obtaining the Entitlements and Tenant's approval of the Approved Plans, the Construction Contracts, the Approved Project Budget and the Approved Project Schedule, Developer shall use commercially reasonable efforts to cause the Contractors to prosecute the construction of the Project pursuant to the Construction Contracts in accordance with the Entitlements, substantially in accordance with the Approved Plans, the Approved Project Budget, the Approved Project Schedule (subject to Tenant Delays and delays caused by Force Majeure Events), the Contract Documents, the Work Letter and Applicable Legal Requirements. Without limiting the foregoing Developer shall coordinate and manage construction administration procedures, including, without limitation meetings, inspections, preparation of reports and applications for payment.

2.7.2. Coordination.

(a) Developer shall provide administrative, management and related services as required to supervise and coordinate work of each Design Consultant and Contractor to complete the Project substantially in accordance with the Approved Plans and in accordance with the Entitlements, the Approved Project Budget, the Approved Project Schedule, the Contract Documents, Work Letter and Applicable Legal Requirements. Developer shall use commercially reasonable efforts to obtain for the Tenant performance required from each Design Consultant and Contractor pursuant to the applicable Contract Documents, but Developer shall not be required to commence any legal or other enforcement action. When requirements of the Contract Documents are not being fulfilled by any Contractor or Design Consultant, Developer shall consult with Tenant regarding possible courses of action to be taken by Tenant. Developer shall at all times cooperate with all advisors, consultants and

other persons engaged by Tenant in connection with the Property and/or the Project, including, without limitation, Faithful + Gould.

(b) Developer shall develop and implement a centralized reporting system so that communication among Contractors and General Contractor, and between Tenant, Landlord, any lender and General Contractor is monitored by Developer, including the distribution of the Approved Plans, shop drawings, requested and approved change orders, field changes and other Project documents generated by Design Consultants or Contractors, and shall at all times monitor and confirm that a current and complete set of documents related to the construction of the Project is maintained by Developer.

(c) Developer shall schedule and conduct weekly preconstruction and construction progress meetings with appropriate Contractors and Developer, as Tenant's representative, to discuss procedures, progress, problems, and scheduling; and prepare and distribute, or cause to be prepared and distributed, to Tenant and Contractors notes of each such meeting describing all matters discussed, decisions reached, and tasks assigned (it being understood and agreed that Developer shall provide advance notice of such meeting(s) to the Tenant (and, if required by Landlord or any lender, to Landlord and such lender and/or their consultants) and permit Tenant or a representative of the Tenant (and, if applicable, Landlord or any lender) to attend such meeting(s)).

(d) Developer shall coordinate the receipt of certificates of completion or the applicable equivalent for the Project, and receipt of final copies of the Entitlements.

2.7.3. Monitoring. Developer shall schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Developer shall provide regular monitoring of the Construction Contracts and the progress thereunder relative to the Approved Project Budget and the Approved Project Schedule, and provide the Monthly Report, and any other monitoring and/or reports reasonably required by Landlord or any lender. Developer shall use commercially reasonable efforts to monitor the work of each Contractor to confirm the work is being performed in accordance with the requirements of the Construction Contracts and other Contract Documents. Developer shall keep Tenant reasonably informed of the status of the Project and any material deviation by any Design Consultant and/or Contractor in the performance of such Design Consultant's or Contractor's work from the Approved Project Schedule, the applicable Contract Documents and/or Applicable Legal Requirements, and make recommendations to Tenant with respect to possible alternative courses of action if any Design Consultant or Contractor fails to perform such Design Consultant's or Contractor's work in accordance with the Approved Project Schedule. Further, Developer shall request that the Design Consultants, General Contractor and other Contractors perform the inspections and testing required by the Tenant if permitted by the Contract Documents. If Developer reasonably suspects or discovers the existence of any construction defects or

any Contractor's failure to comply with the applicable Contract Documents, Developer promptly notify Tenant in writing. If requested by Tenant, or if the Tenant suspects that a construction defect exists or that a Contractor has failed to comply with the applicable Contract Documents, Developer shall coordinate special testing of such defective and/or noncompliant work (whether or not such work at that time is fabricated, installed or completed) and assist Tenant in causing such defects and/or noncompliance to be corrected by the applicable Contractor. Subject to review by Architect or Tenant, Developer shall recommend that Tenant reject work that the Architect tells Developer, or that Developer otherwise knows or suspects, does not conform to the requirements of the Construction Contracts or the Contract Documents.

2.7.4. Change Orders. Developer shall not amend the Approved Plans or utilize a change order except upon the terms and conditions set forth in this Section 2.7.4. Except for Minor Field Changes and Code Compliance Changes (each as defined below), if Developer desires to amend or modify the Approved Plans or utilize a change order, Developer shall provide ten (10) Business Days' prior written notice to Tenant (each, a "Change Notice"). The Change Notice shall specify the proposed change to the Approved Plans, the amount of any cost increases or cost decreases in connection with such proposed change and other relevant information to permit Tenant to evaluate the proposed amendment, modification or change order and the actual or potential effect upon the Project. Tenant, in its sole discretion, may approve of any proposed amendment, modification or change order set forth in the Change Notice, by providing Developer with written notice of such approval within ten (10) Business Days after Tenant's receipt of such Change Notice (the "Approval Notice"). Notwithstanding anything herein to the contrary, Developer may make Minor Field Changes and Code Compliance Changes in the Approved Plans without the consent of Tenant.

(a) As used herein, the term "Minor Field Changes" means any changes to the Approved Plans which satisfy all of the following conditions and requirements: (i) the change shall not involve any substitution or elimination of materials; or if it does involve material substitution, the substituted materials are of equal or superior quality, durability and appearance to the materials which are being replaced, and the substitution shall not materially change the appearance or use of the Project; (ii) the change shall not diminish the value or utility of the Project or the mechanical, structural or architectural integrity thereof; and (iii) the change shall not require any change or modification to or amendment of the building permits issued by the applicable governmental authority for construction of the Project.

(b) "Code Compliance Changes" means any changes in the Approved Plans which are required by any governmental agency in connection with its review and inspection process and which also comply with the requirements set forth in clauses (i), (ii) and (iii) of Section 2.7.4(b) above with respect to Minor Field Changes.

(c) Notwithstanding anything to the contrary contained in this Section 2.7.4, in no event may Developer amend the Approved Plans or utilize change orders in any manner which (i) would modify, change or otherwise alter the foundations of the Project, (ii) does not meet or exceed the requirements set forth in the Approved Plans, (iii) would affect or change the aesthetics of the Property or design of the Project (other than in a de minimis fashion), (iv) would delay the Final Completion of Project by more than five (5) days beyond the time set forth in the Approved Project Schedule, (v) does not comply with all Applicable Legal Requirements, and/or (vi) would require the consent of any Landlord or any lender. Developer shall enter into any change order which Tenant may request in writing so long as such change order is reasonably acceptable to Developer.

(d) Any increased costs attributable to a change order requested by Tenant and any change order requested by Developer if Tenant's approval of such change order expressly states that such change order increases the Approved Project Budget, shall increase the Approved Project Budget on a dollar-for-dollar basis. Minor Field Changes and Code Compliance Changes shall not increase the Approved Project Budget unless Tenant otherwise approves in writing.

2.7.5. Development Cost Overruns. If as of Final Completion, Development Costs have been paid in excess of the total amount of the Approved Project Budget, excluding excess Development Costs caused by Force Majeure Events and/or any of the events listed in the definition of "Tenant Delay" in Section 2.6.3(a) (collectively, "Development Cost Overruns"), then, subject to the limitation on liability set forth in Section 2.7.18, Developer shall be responsible for payment of an amount equal to the excess, if any, of (a) the amount of such Development Cost Overruns, over (b) any amounts that are either paid by Contractors to Tenant as a result of such Development Cost Overruns or are given by such Contractors as a credit to Tenant against amounts that would otherwise be owed by Tenant to such Contractors as a result of such Development Cost Overruns. Developer will be subrogated to the rights of Tenant under each Construction Contract if and to the extent Developer is required to pay any amounts under this Section 2.7.5 and pursuant to the terms of such Construction Contract the Contractor is obligated to pay or provide a credit to Tenant for such amount. Tenant shall not amend any Construction Contract to reduce, modify or delete (nor shall Tenant waive) any obligation of the Contractor thereunder to pay or provide a credit to Tenant for such amount or if such amendment would otherwise prejudice or adversely affect Developer's right of subrogation under this Section 2.7.5.

2.7.6. Applications for Payment.

(a) Developer shall receive and prescreen all invoices and payment request applications submitted by Contractors, consultants and others, and obtain (or monitor the obtaining of) all appropriate lien waivers from Contractors and all other providers of goods or services who could be entitled to assert a lien against the Project. Developer shall perform or arrange for performance of all inspections necessary to verify that the work covered by such billings has been performed.

(b) Using formats and procedures established by the Tenant, Landlord and/or any lender, Developer shall submit to the Tenant, Landlord and any lender not more than once monthly (unless sooner required by Landlord or any lender), draw requests containing all information reasonably required by Tenant, Landlord and/or any lender ("Draw Requests"), and accompanied by a written recommendation from Developer for each payment requested, certifying, to Developer's knowledge, the performance of the work, the appropriateness of Contractor's payment request and the receipt of all necessary lien waivers.

(c) Developer shall maintain and update a job cost system to record the expenses of the Project in accordance with standard industry practices for the same. Developer shall cause the payment of (or, if Developer is not permitted to cause the same to be paid pursuant to the terms hereof, Developer shall alert the Tenant to the required payment of) all amounts properly due to Design Consultants and Contractors in accordance with such respective parties' contract in a timely fashion. In addition to any monthly or other periodic reporting required pursuant to this Agreement, Developer shall provide any additional information regarding disbursement records, invoices, bills and such other supporting documentation as Tenant may reasonably request.

2.7.7. Inspections upon Completion. Developer shall inspect or cause the inspection of the Project after the completion of construction through the period of all applicable warranties from the General Contractor, and provide services in connection with evaluating potential warranty claims. Developer's obligations under this Section 2.7.7 shall survive the Term.

2.7.8. Project Close-Out. Prior to Final Completion, Developer shall oversee and assist with the final close-out of all project documentation as required to achieve Final Completion in accordance with Section 2.7.12 hereof, including reviewing the appropriateness of all payments made under any Construction Contract. Developer's obligations under this Section 2.7.8 shall survive the Term.

2.7.9. Plan Ambiguities. Developer shall consult with Architect, any Design Consultants and Tenant if any Contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions that may arise. In collaboration with the Design Consultants, Developer shall recommend procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals from Contractors.

2.7.10. Correspondence. Developer shall promptly respond to any questions received in writing (which may include e-mail) from the Tenant regarding the Project work and/or the progress of construction, construction methods and related matters in connection with the Project.

2.7.11. Storage; Start-up. Developer shall exercise commercially reasonable efforts to cause Contractors to conform to the terms of the applicable Construction Contract

regarding the delivery and storage, protection and security for purchased materials related to the construction of the building improvements, systems and equipment which are a part of the Project, until such items are incorporated into the Project. Developer shall monitor Contractors' checkout of utilities, operational systems and equipment for readiness and Contractors' initial start-up and testing of such utilities, systems and equipment.

2.7.12. Completion.

(a) Substantial Completion and Punch List. Developer shall assist Architect and Tenant in conducting inspections and determining when the Project or a designated portion thereof is substantially complete. Developer shall prepare or cause to be prepared with the assistance of Architect and Tenant a list of minor incomplete or unsatisfactory items and a schedule for their completion (the "Punch List"). As used in this Agreement, "Substantial Completion" shall mean, and the Project shall be considered to be "Substantially Complete", when: (i) the Project has been substantially completed in accordance with the Approved Plans; (ii) the Architect has issued a certificate of Substantial Completion in the form of AIA Form G704; (iii) the Punch List has been prepared and approved by Developer, Tenant and General Contractor, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) all building and related permits, to the extent applicable, have been obtained in accordance with the Approved Plans and Applicable Legal Requirements; and (iv) a temporary or permanent certificate of occupancy has been issued by the Town of Northlake or other applicable governmental entity permitting Tenant to occupy Project (other than the Tenant-Contracted Improvements).

(b) Completion of Punch List Items. To the extent applicable, after Architect certifies the date of Substantial Completion of the work, Developer shall coordinate the correction and completion of all remaining uncompleted work, including without limitation the work items specified in the Punch List. Developer shall prepare or cause to be prepared for Architect and Tenant a summary of the status of the Punch List items to be performed by each Contractor, listing changes in the Punch List attached to the previously issued certificate of Substantial Completion and recommending the time frame within which Contractor shall complete uncompleted items on the Punch List.

(c) Final Completion. Following Architect's issuance of a certificate of Substantial Completion for the Project or designated portion thereof and receipt of notification from the General Contractor that all Punch List items are complete, Developer shall evaluate the completion of the work of Contractor, including all items on the Punch List, and make recommendations to Architect and/or Tenant when work is ready for final inspection to determine whether Final Completion has occurred. As used in this Agreement, "Final Completion" shall mean, and the Project shall be considered to have achieved Final Completion, when: (i) Substantial Completion shall have occurred and all items on the Punch List have been completed, free of any mechanic's or similar liens and to the sole satisfaction of Tenant all in

compliance with the requirements of this Agreement, the Contract Documents and Applicable Legal Requirements (excluding any mechanic's or similar liens relating to the design or construction of the Tenant-Contracted Improvements/FF&E); (ii) all project close-out documentation required under this Agreement, the Design Contracts, the Construction Contracts, the Work Letter and any applicable loan documents, including, without limitation, final lien waivers, have been delivered to Tenant and approved by the Tenant, which approval shall not be unreasonably withheld, conditioned or delayed; and (iii) General Contractor's and all other Contractors' obligations have been completed to such an extent that a proper notice of completion may be filed with the appropriate governmental authority, if applicable.

2.7.13. Construction Documentation. Tenant shall negotiate, prepare and execute all Construction Contracts required for construction of the Project through Final Completion.

2.7.14. [Intentionally deleted.]

2.7.15. Guaranties and Warranties. As provided in Section 2.7.7, Developer shall assist Tenant in connection with the enforcement of applicable guarantees and warranties under the Contract Documents without payment of additional Developer Compensation. Developer shall not take any action or done anything which could limit the enforceability of such guarantees and warranties. This Section 2.7.15 shall survive the Term.

2.7.16. Liens. If any Design Consultant, Contractor, supplier or any other party affiliated with or otherwise party to any contract with any Design Consultant, Contractor, Developer, Tenant or Landlord establishes a lien against the Project and/or the Property or the work done or materials supplied in connection with the Project, Developer shall, within ten (10) Business Days following the earlier of Developer's receipt of notice from Tenant regarding such lien or the date on which Developer becomes aware of the lien, cause the lien to be discharged of record (either by obtaining and recording a lien discharge bond from a surety and in a form reasonably acceptable to Tenant, or otherwise causing such lien to be discharged of record) on behalf of and at the sole cost of Tenant (and without any obligation to spend Developer's own funds).

2.7.17. Delay Damages. If (a) Final Completion has not occurred on or before the Scheduled Completion Date as set forth in the Approved Project Schedule (as extended by days of delay caused by Force Majeure Events and/or any of the events listed in the definition of "Tenant Delay" in Section 2.6.3(a)), then subject to the limitation on liability set forth in Section 2.7.18, Developer shall pay liquidated damages in an amount equal to the excess, if any, of (a) $10,000.00 per day during the first sixty (60) days after the Scheduled Completion Date as set forth in the Approved Project Schedule (as extended as provided above) and $15,000.00 per day thereafter until the Developer achieves Final Completion, over (b) any amounts that are either paid by Contractors to Tenant as a result of such delay or are given by such Contractors as a credit to Tenant against amounts that would otherwise be owed buy Tenant to such Contractors as a result of such delay. The remedies set forth in this Section 2.7.17 (as limited by Section 2.7.18) are Tenant's sole and exclusive remedies

related to Developer's failure to achieve Final Completion prior to the Scheduled Completion Date (as extended by days of delay caused by Force Majeure Events and/or any of the events listed in the definition of "Tenant Delay" in Section 2.6.3(a)) but shall not limit Tenant's other rights and remedies in the event Developer breaches this Agreement. Developer will be subrogated to the rights of Tenant under each Construction Contract if and to the extent Developer is required to pay any amounts under this Section 2.7.17 and pursuant to the terms of such Construction Contract the Contractor is obligated to pay or provide a credit to Tenant for such amount. Tenant shall not amend any Construction Contract to reduce, modify or delete (nor shall Tenant waive) any obligation of the Contractor thereunder to pay or provide a credit to Tenant for such amount or if such amendment would otherwise prejudice or adversely affect Developer's right of subrogation under this Section 2.7.17. For purposes of this Section 2.7.17, Developer agrees that under no circumstances will Developer assert that any "look-ahead" schedule, actual work progress schedule or schedule update prepared or published by or on behalf of Developer, or the review by Tenant of any such "look-ahead" schedule, actual work progress schedule, or schedule update, constitutes an extension of the Scheduled Completion Date or a waiver by Tenant of its right to enforce its rights under this Section 2.7.17 unless Tenant agrees in writing.

2.7.18. Maximum Liability of Developer for Development Cost Overruns and Delay Damages. Notwithstanding anything herein to the contrary, the liability of Developer for (i) any amounts owed by Developer to Tenant under Section 2.7.5 plus (ii) any delay damages owed by Developer to Tenant under Section 2.7.17 shall not exceed, in the aggregate, the Additional Fee.

2.8. Monthly Reporting. No later than the 15th day of each calendar month prior to Final Completion, Developer shall, at Developer's cost, prepare and submit a monthly development report ("Monthly Report") with respect to the Approved Project Budget as of the last day of the preceding calendar month, including the costs and expenses incurred prior to the last day of the preceding month and the amounts that are outstanding to be paid. All documents in each Monthly Report prepared by Developer shall be typewritten and shall not have any handwritten changes to dollar values. Any handwritten changes of a non-dollar nature shall be initialed and dated by the person who made the change. The Monthly Report shall be submitted in a form (a) reasonably satisfactory to Tenant, and (b) satisfactory to Landlord and any lender for the Project (with such additional information as such Landlord or lender may require). The Monthly Report shall be comprised of the following sections:

2.8.1. A report regarding the progress of the development, which shall include, without limitation, (i) a brief narrative summary of the progress of the development, design and construction of any work to be accomplished in connection with this Agreement, including update of pre-development, entitlement, design, bidding, construction and schedule activities and issues and an update on meetings to be held with governmental officials and meetings of the Project construction team (which shall include the Tenant, Design Consultants and Contractors), (ii) that progress of the development as compared to the Approved Project Schedule and any recommendations for amendments to the Approved Project Schedule to reflect the most recent information related to the status of the Project

and (iii) information with respect to the status of any Contractor defaults, work delays, major issues or other problems encountered in connection with the design and construction of the Project.

2.8.2. A report regarding the status of Project Costs, Development Costs and Draw Requests, which shall include, without limitation, (i) a cost summary report prepared on a line item basis using the same budget categories set forth in the Approved Project Budget, indicating all actual Project Costs and Development Costs incurred to date compared to the budgeted costs set forth in the Approved Project Budget, together with an explanation for any variances, (ii) a summary-level narrative description of any major changes in the forecast of the cost of the Project from the prior month, (iii) a schedule summarizing the usage to date of the various contingency budgets set forth in the Approved Project Budget and indicating the value of contingency budgets remaining, (iv) a list of all invoices and amounts to be paid under the current draw request, (v) in the case of progress payments under the Contract Documents (or other applicable contracts), an application for payment on AIA Form G702/G703 prepared by General Contractor and Architect (who shall notarize) and Developer, which shall be accompanied by the materials General Contractor is required to submit pursuant to the Contract Documents (or other applicable contracts), (vi) copies of all other invoices Developer recommends should be paid from a current draw request as prepared and submitted by the Design Consultants, and other vendors, (vii) lien waivers (which may be (A) conditioned upon the payment of a specified sum of money to be paid from the proceeds of the current draw request, or (B) partial to the extent such waiver is intended to cover only a part of the work to be performed by General Contractor or the applicable subcontractor or to account for retainage) and a summary spreadsheet of all such lien waivers received to date from all Contractors and (viii) Developer's certification that the information contained in the current Draw Request is true, complete and correct to Developer's knowledge. During the construction of the Project, Developer shall arrange for monthly meetings from time to time at the Project site or via teleconferences to be attended by Developer and Tenant and their respective representatives (together with any construction lender and its representatives, if applicable) to discuss the status of the Project and review and consider the Draw Request to be submitted each month. Developer shall attempt to schedule the monthly meetings to follow the submission and receipt of the Monthly Reports, and shall also arrange for the attendance of the Design Consultants, General Contractor and, if requested by Tenant, other Contractors.

2.9. Additional Reporting. Developer shall prepare and provide all other reports reasonably required by Landlord and any lender providing financing for the Project.

2.10. Tenant's Audit Rights. Developer will cooperate with, and at any time make all records available to, Tenant and any auditor, independent accountant, agent or other person designated from time to time by Tenant; provided that Tenant will conduct regular auditor's inspections solely during normal business hours and upon five (5) Business Days' prior written notice. Developer will promptly correct any weaknesses in internal control or errors in record keeping as may be identified by audit or otherwise. The cost of such audit will be borne by Tenant, subject to Section 12.7.

2.11. Incidental or Ancillary Services. If requested by Tenant, Developer will perform reasonable services or tasks related, incidental or ancillary to the Services without any claim for additional compensation as long as such Services or tasks do not (a) require Developer to incur out-of-pocket costs in addition to the out-of-pocket costs otherwise incurred by Developer to perform the Services, (b) require Developer to continue performance under this Agreement beyond Final Completion; (c) delay the Scheduled Completion Date, or (d) cause Developer to incur any liability under Section 2.7.5 or Section 2.7.17.

2.12. Limitations on Developer's Authority. Except as expressly permitted hereby, Developer shall not, without the prior written consent of Tenant (which consent may be granted or withheld in the sole and absolute discretion of Tenant), do or permit to be done any of the following: (a) enter into, amend or modify any Design Contract or Construction Contract, (b) enter into any contracts, agreements or obligations with any of its Affiliates in connection with the Project, (c) amend or modify the Approved Project Budget, or (d) amend or modify the Approved Project Schedule.

2.13. Developer's Representative. Chris Jackson and/or such other persons designated by Developer from time to time shall act as the representatives of Developer (each, a "Developer's Representative"). All communications or directives to be provided to Developer shall be given by Tenant to Developer's Representative.

3.TENANT'S OBLIGATIONS

3.1. Project Information. Tenant shall provide information to Developer, on a timely basis, regarding Tenant's requirements for the Project, including Tenant's objectives, schedule, constraints, capital and financing requirements, special equipment, space needs, site requirements and other criteria throughout the development of the Project.

3.2. Contracts with Project Team; Timely Decisions. Tenant shall execute separate written contracts with the Design Consultants and Contractors (to the extent required) (collectively, the "Project Team"), review and approve documents, and make and provide timely decisions on all matters brought to Tenant's attention by Developer. Tenant hereby agrees and acknowledges that time is of the essence with respect to responding to decisions, consents and approvals requested under this Agreement, and Tenant shall respond to all requests for decisions, consents and approvals in a timely and prompt manner. Whenever either party hereto is requested hereunder to make a decision or to give its consent or approval to a matter, such party shall consider such decision, consent or approval in its sole and absolute discretion unless otherwise expressly provided herein.

3.3. Payment Obligations. Tenant agrees that Tenant will provide, as and when necessary, all such amounts as are required to pay when due all current obligations of Tenant in connection with the construction of the Project in accordance with the terms of this Agreement, including all obligations of Tenant to Developer hereunder. Without limiting the foregoing, Tenant shall be responsible for the timely payment of the Developer Compensation (as defined in Section 4.4 below) and Draw Requests, as set forth in the Approved Project Budget. Developer shall in no event be required to advance any of its funds for the payment of any such fees, payments, charges, costs, or

expenses or to perform the Services except as and to the extent otherwise provided in Section 2.7.5 with respect to Development Cost Overruns, as limited by Section 2.7.18.

3.4. Tenant's Representative. Jonathan Waite and/or or such other person designated by Tenant from time to time, shall act as the representative of Tenant (each, an "Tenant's Representative"). Developer shall be entitled to rely on the approvals, consents and directions of the Tenant's Representative, and all consents and approvals to be given by Tenant pursuant to this Agreement may be given by any Tenant's Representative.

3.5. Amendments to Documents. Unless Developer otherwise consents in writing, Tenant will not amend, modify, terminate or waive any of Tenant's rights or the counterparty's obligations under, the Lease, the Work Letter or the Contract Documents if such action would (a) cause Developer to incur any liability under Section 2.7.5 or Section 2.7.17, or (b) interfere with or adversely affect the performance of the Services required by Developer hereunder.

3.6. Approvals by Landlord. Tenant, at its expense, (i) shall use commercially reasonable efforts to timely obtain all approvals of Landlord required under the terms of the Lease and Work Letter regarding the construction of the Project, including, without limitation, approval of the Approved Plans, the Approved Project Budget and the Contract Documents, and (ii) shall use commercially reasonable efforts to timely perform and comply with all covenants and conditions under the Lease as the tenant thereunder.

4.COMPENSATION

4.1. Development Fee. In consideration of Developer's performance of the Services, subject to the further terms hereof, Tenant shall pay Developer a fee (the "Development Fee") in an amount equal to three and one-quarter percent (3.25%) of all Development Costs paid pursuant to the Approved Project Budget (as the same may be increased by change orders permitted by Section 2.7.4 hereof). For the avoidance of doubt, the cost of any change orders not permitted by Section 2.7.4 and any Development Cost Overruns for which Developer is liable under Section 2.7.5 will not be deemed paid pursuant to the Approved Project Budget. The Development Fee shall be paid by Tenant to Developer in installments as follows:

4.1.1. Upon and following the Construction Commencement Date, Tenant shall pay to Developer installments of the Development Fee equal to ninety percent (90.00%) of three and one-quarter percent (3.25%) of all Development Costs included in each Draw Request submitted by Developer to Tenant in accordance with the Approved Project Budget (as the same may be increased by change orders permitted by Section 2.7.4 hereof).

4.1.2. Within ten (10) days after Final Completion, Tenant shall pay Developer the balance of the Development Fee.

4.2. Oversight Fee. If Tenant requests in writing that Developer assume responsibility for completion of any Tenant-Contracted Improvements/FF&E then Tenant shall pay Developer a fee (the "Oversight Fee") in an amount equal to two percent (2.00%) of all amounts paid to the Tenant-Contracted Parties performing the design or construction of the Tenant-Contracted

Improvements/FF&E pursuant to the Approved Project Budget. Such Oversight Fee shall be paid at the time such payments are made to such Tenant-Contracted Parties.

4.3. Incentive Fee. In connection with the approval of the Project Commencement Items, Tenant currently intends to offer to Developer an incentive fee (the "Incentive Fee"); that would be payable to Developer if Final Completion occurs prior to the Scheduled Completion Date; however, the existence, character and amount of such Incentive Fee will be in Tenant's sole and absolute discretion and will likely depend on the terms of the Project Commencement Items.

4.4. Additional Fee. Tenant shall pay Developer the sum of Two Million Six Hundred Thousand Dollars ($2,600,000.00) as an additional fee (the "Additional Fee", and collectively with the Development Fee, the Oversight Fee and the Incentive Fee, the "Developer Compensation") for the performance of the Services as follows:

4.4.1. Tenant shall pay Developer the Additional Fee in equal monthly installments (determined by dividing the Additional Fee by the number of months of construction until Final Completion set forth in the Approved Project Schedule) commencing on the Construction Commencement Date and continuing monthly thereafter with each Draw Request submitted by Developer to Tenant; provided, that ten percent (10.00%) of each such monthly installment of the Additional Fee shall be withheld and paid to Developer as provided in Section 4.4.2 below; provided further, that if Tenant acting reasonably and in good faith, determines that the amounts owed by Developer under Section 2.7.5 and Section 2.7.17 are reasonably likely to exceed the foregoing 10% retainage of the Additional Fee and Tenant provides Developer with a reasonably detailed explanation of the basis for such determination, then the retainage for the remaining installments of the Additional Fee shall be increased by an additional amount determined by Tenant to cover such anticipated additional amounts owed by Developer;

4.4.2. Tenant shall pay Developer the remaining ten percent (10.00%) of the Additional Fee (and any additional retainage withheld under Section 4.4.1) within ten (10) days after Final Completion of the Project.

4.4.3. If this Agreement is terminated by Tenant pursuant to Section 6.1 or by Developer pursuant to Section 6.3 Tenant shall pay Developer one hundred percent (100.00%) of the Additional Fee (or the remaining unpaid Additional Fee, as applicable) within 10 days after such termination becomes effective.

4.4.4. If this Agreement is terminated by Tenant pursuant to Section 6.2 no further Additional Fee shall be earned or payable and Developer shall refund to Tenant any portion of the Additional Fee that has previously been paid. Accordingly, if Owner has delivered a notice of default to Developer pursuant to Section 6.2 then the Additional Fee shall not be payable until when and if Developer cures such default within the cure period, if any, set forth in Section 6.2.

4.5. Emergency Matters. Developer shall be entitled to pay and be reimbursed (in addition to the Developer Compensation) for any amounts in connection with a bona fide emergency due to

casualty or act of God that requires prompt action in order to preserve and protect the Project from imminent and significant harm, to assure the continued construction of the Project, or to protect the health and safety of persons located at the Property, provided that such circumstances render it unreasonable for Developer seek to obtain approval by Tenant of proposed actions by Developer to address such emergency (each, an "Emergency Matter," and collectively, the "Emergency Matters"); provided, Developer's authority to use funds without Tenant's advance approval in the event of an Emergency Matter shall be limited to $10,000 in any one instance and $50,000 in the aggregate in any calendar year. As soon as practicable after any Emergency Matter (but in any case within 48 hours), Developer shall give written notice to Tenant with respect to such Emergency Matter, including reasonable detail of the circumstances surrounding such Emergency Matter and shall provide written evidence of any payments made in connection therewith.

4.6. Form of Payment. Any references to dollar amounts in this Agreement shall be to United States Dollars, unless otherwise specified. All payments to Developer pursuant to this Agreement shall be made in United States Dollars in immediately available funds and paid to the bank account(s) within or outside the United States designated by Developer. Furthermore, any references to payments to Developer in this Agreement shall include payment by cash, check, wire or electronic funds transfer, or other method of payment commonly in use from time to time in the United States. Past-due amounts owed by Tenant to Developer or by Developer to Tenant under this Agreement shall bear interest from the due date until paid at the lesser of 18% per annum or the maximum rate of interest permitted by applicable law.

5.INSURANCE AND INDEMNITY

5.1. Required Insurance to Be Provided by Developer. During the term of this Agreement, Developer shall maintain in full force and effect, at Developer's own expense, insurance coverage to include the following (the "Required Insurance"), and such additional coverages as may be required by Tenant, Landlord and/or lender:

5.1.1. Workers' Compensation and Employer's Liability coverage with limits of $1,000,000.00 or as required by state law (whichever is greater), with respect to each of Developer's employees who may carry out work contemplated by this Agreement. The Worker's Compensation insurance shall be in strict accordance with the requirements of the most current and applicable state's worker's compensation insurance laws in effect at the time work commences;

5.1.2. Commercial General Liability Insurance written on an "occurrence" basis and including, but not limited to, coverage for bodily injury, property damage, personal injury and/or advertising injury, products and completed operations, independent contractors, and blanket contractual liability. Coverage shall remain continuously in effect and without interruption for at least six (6) years from the date of commencement of the Services. The insurance shall have the following minimum limits of liability:

Bodily Injury and Property Damage - each occurrence $3 million

Personal Injury and Advertising Injury-each occurrence $3 million

General Aggregate per project $5 million

Products/Completed Operations Aggregate $3 million;

5.1.3. Commercial Automobile Insurance with a combined single limit of not less than a $3,000,000 combined single limit of liability, covering all vehicles, including owned, non-owned, and hired vehicles;

5.1.4. Errors and Omissions or Professional Liability Insurance written on a claims-made basis, including coverage for pollution liability (including coverage for environmental site investigations including drilling) with limits of not less than $5,000,000 combined single limit. Developer shall maintain such policies, without endangering aggregate limits at the above-stated minimums, for at least five (5) years after the expiration or termination of this Agreement; and

5.1.5. Excess liability insurance coverage in umbrella form over the coverages required in Sections 5.1.1 (employer's liability only) through 5.1.4 above, with limits of at least $5,000,000 per occurrence and in the aggregate, with the same inception and expiration dates as the underlying liability policies and with coverage no less broad than that in the primarily policies or program.

5.2. Miscellaneous Requirements As To All Required Insurance:

5.2.1. Insurance Company Ratings. The insurance company or companies selected by the Developer shall be acceptable to Tenant and have a minimum A.M. Best Financial Strength rating of A- and a minimum A.M. Best Financial Size Category of VIII. Coverage shall *not* be obtained from Lloyds of London or involve other forms of surplus lines insurance absent the express consent in writing of Tenant. If the rating of any insurance company from which the Developer has purchased insurance no longer meets the requirements set forth above, then Developer shall immediately replace them with an insurance company that does meet the requirement and provide Tenant with updated certificates of insurance or with written documentation that sets forth in detail the reasons why the insurance company in question should still be acceptable to Tenant, in which case the approval or disapproval of such insurance carrier shall be subject to Tenant's sole and absolute discretion.

5.2.2. Additional Insureds. The insurance coverages required in Sections 5.1.2, 5.1.3 and 5.1.5 shall name Tenant as an additional insured but coverage shall only apply to the extent that it arises in whole or in part from Developer's act, error, omission, negligence or willful misconduct. Coverage of additional insured shall not include coverage for additional insured's own negligence or the negligence of a third party unless: (a) the claim arises only in part due to the additional insured's or a third party's negligence, in which case the coverage shall be comparative and only be required to the extent the claim arises from the named insured's act, error, omission, negligence or willful misconduct, and (b) the claim arises out of or results from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Tenant.

5.2.3. Minimum Limits. The amounts of Required Insurance shall establish the minimum limits of insurance required. If the limits are actually greater that those required herein, then Tenant shall be entitled to the full amount of available primary or excess insurance under Developer's policies.

5.2.4. Insurance Allocation Requirements. All Required Insurance in Sections 5.1.2 through 5.1.4 shall be PRIMARY AND/OR NON-CONTRIBUTORY as to any entity or person required to be an additional insured under this Agreement. Similarly, the excess/umbrella coverage required shall apply without required contribution from any excess or umbrella carriers of the Tenant. Developer is responsible for obtaining required policy language for each of the required policies in order to effectuate this intent. Thus, Tenant shall not be subject to the "other insurance" condition or other policy terms which conflict with this Agreement, it being the intent that the insurance policies of Developer and its agents, affiliates, or subcontractors shall be primary insurance and not contributory with any other insurance, even excess/umbrella coverage, that Tenant may have in effect.

5.2.5. Deductibles and Self-Insured Retentions. All deductibles and/or self-insured retentions shall be at Developer's sole risk and expense. The Required Insurance shall not have deductibles or self-insured retentions in an amount exceeding One Hundred Thousand Dollars ($100,000.00) per occurrence and in the aggregate. The combination of deductibles and/or self-insured retentions under primary Required Insurance and excess Required Insurance shall not exceed the cap of One Hundred Thousand Dollars ($100,000.00) per occurrence/aggregate.

5.2.6. Certificates of Insurance and Policies. Upon signing this Agreement and upon each anniversary thereafter, Developer shall provide to Tenant "certificate/s of insurance" evidencing that the Required Coverages have been obtained, that they are in full force and effect, that the certificate/s have been approved by the Texas Department of Insurance or other appropriate regulatory authority, and identification of the insurance company's name and policy number. The certificates shall also expressly confirm that (a) Tenant is an additional insured as required by this Agreement, (b) that all coverages are primary and non-contributory as to additional insureds, (c) that the policies do not exclude claims by one insured against another and that the policies contain severability of interest clauses, (d) that policies waive subrogation, and (e) that the limits of policies are at least equal to or greater than the limits required by this Agreement. The certificate shall also show the expiration date of each policy and provide that Tenant shall be given at least thirty (30) days prior written notice of any cancellation, non-renewal or modification in coverage. Failure of Tenant to request certificates of insurance does not constitute a waiver of the terms of this requirement. The acceptance of delivery by Tenant of any certificate of insurance or policies evidencing the required coverages and limits does not constitute approval or agreement by Tenant that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance or delivered to Tenant are in compliance with the requirements of this Agreement.

5.2.7. Copies of Required Policies To Be Made Available. Tenant is entitled, upon request and without expense, to receive within a reasonable time after the request actual copies of the policies and all endorsements thereto.

5.2.8. Maintenance of Insurance Policies and Certificates. Developer will maintain records and files of all insurance coverage and certificates and policies of insurance required to be furnished hereunder by Developer and, upon request of Tenant, will provide Tenant with such records, files, certificates of such insurance and policies.

5.2.9. Modification of Terms. Tenant may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions as to any of the policies required under this Agreement. Upon such request by Tenant, Developer shall exercise reasonable efforts to accomplish such changes in policy coverage, and the costs of such changes shall be determined on a case-by-case basis.

5.2.10. Developer Not Released. Purchase of the aforementioned insurance in no way limits or releases Developer of its obligations or liabilities under this Agreement.

5.3. Insurance Provided by Design Consultants, Contractors and Subcontractors. Tenant shall use commercially reasonable efforts to cause the Design Contracts, Construction Contracts and all subcontracts to include provisions requiring insurance that matches the Required Insurance and thus provides to Tenant insurance in compliance with the requirements in this Section.

5.4. Indemnification.

5.4.1. SUBJECT TO THE PROVISIONS OF SECTION 5.5 BELOW, TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT, AND ITS STOCKHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND AFFILIATES (EACH, INCLUDING TENANT, AN "TENANT INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS ("DAMAGES"), TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE ACTS OR OMISSIONS OF DEVELOPER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND AGENTS, WHICH CONSTITUTE NEGLIGENCE (BUT ONLY TO THE EXTENT OF DAMAGES CAUSED BY SUCH NEGLIGENCE), FRAUD, MALFEASANCE, BREACH OF FIDUCIARY DUTY, WILLFUL, RECKLESS OR CRIMINAL MISCONDUCT, A BREACH OF THIS AGREEMENT OR ANY ACTIONS OF DEVELOPER BEYOND THE SCOPE OF THE AUTHORITY CONFERRED UPON DEVELOPER HEREUNDER. DEVELOPER AGREES TO BE LIABLE FOR AND TO INDEMNIFY AND REIMBURSE THE TENANT INDEMNIFIED PARTIES FOR ALL REASONABLE LEGAL FEES AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS SECTION 5.4.1. THE PROVISIONS OF THIS

SECTION 5.4.1 SHALL SURVIVE THE TERMINATION OR CANCELLATION OR COMPLETION OF THE SERVICES AND THIS AGREEMENT.

5.4.2. SUBJECT TO THE PROVISIONS OF SECTION 5.5 BELOW, TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DEVELOPER AND ITS PARTNERS, MEMBERS, STOCKHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (EACH, INCLUDING DEVELOPER, A "DEVELOPER INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL DAMAGES IN CONNECTION WITH THE PERFORMANCE BY DEVELOPER OF ITS DUTIES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT THAT THE OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHALL NOT APPLY IN THE CASE OF ANY DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF ANY DEVELOPER INDEMNIFIED PARTY THAT CONSTITUTES NEGLIGENCE, FRAUD, MALFEASANCE, BREACH OF FIDUCIARY DUTY, WILLFUL, RECKLESS OR CRIMINAL MISCONDUCT, A BREACH OF THIS AGREEMENT OR ACTION BEYOND THE SCOPE OF THE AUTHORITY CONFERRED UPON DEVELOPER HEREUNDER. TENANT AGREES TO BE LIABLE FOR AND TO INDEMNIFY AND REIMBURSE THE DEVELOPER INDEMNIFIED PARTIES FOR ALL REASONABLE LEGAL FEES AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS SECTION 5.4.2. THE PROVISIONS OF THIS SECTION 5.4.2 SHALL SURVIVE THE TERMINATION OR CANCELLATION OR COMPLETION OF THE SERVICES AND THIS AGREEMENT.

5.4.3. "Affiliate" means with respect to any party, any person or entity that controls, is controlled by or is under common control with such party. For the avoidance of doubt, neither Developer nor Landlord shall be deemed an "Affiliate" of Tenant for purposes of this Agreement.

5.5. Waivers of Subrogation.

5.5.1. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER HEREBY WAIVES ANY AND ALL RIGHTS, CLAIMS (INCLUDING SUBROGATION CLAIMS), CAUSES OF ACTION OR RIGHTS OF RECOVERY, INCLUDING, BUT NOT LIMITED TO, **CLAIMS BASED IN WHOLE OR IN PART ON THE SOLE AND/OR CONCURRENT NEGLIGENCE OF TENANT, STRICT AND/OR PRODUCTS LIABILITY, AND/OR MALICIOUS ACTS OR OMISSIONS OR GROSS NEGLIGENCE OF TENANT**, AND FURTHER AGREES TO RELEASE TENANT FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE INSURANCE IN EFFECT AT THE TIME OF SUCH LOSS OR DAMAGE AND THAT IN FACT PAYS OR INDEMNIFIES DEVELOPER FOR THE LOSS OR DAMAGE IN QUESTION.

5.5.2. TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT HEREBY WAIVES ANY AND ALL RIGHTS, CLAIMS (INCLUDING SUBROGATION CLAIMS), CAUSES OF ACTION OR RIGHTS OF RECOVERY, INCLUDING BUT NOT LIMITED TO **CLAIMS BASED IN WHOLE OR IN PART ON THE SOLE AND/OR CONCURRENT NEGLIGENCE OF DEVELOPER, STRICT AND/OR PRODUCTS LIABILITY, AND/OR MALICIOUS ACTS OR OMISSIONS OR GROSS NEGLIGENCE OF DEVELOPER**, AND RIGHT OF RECOVERY OR CAUSE OF ACTION, AND FURTHER AGREES TO RELEASE DEVELOPER FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE INSURANCE IN EFFECT AT THE TIME OF SUCH LOSS OR DAMAGE AND THAT IN FACT PAYS OR INDEMNIFIES TENANT FOR THE LOSS OR DAMAGE IN QUESTION.

5.5.3. Written notice of the terms of the above waivers shall be given to the insurance carriers of Tenant and Developer and the insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said policies by reason of such waivers. Tenant and Developer shall require inclusion in all policies of property insurance, general liability insurance and all other forms of insurance required by the terms of this Agreement a waiver by the insurer of all right of subrogation against Tenant and/or Developer, as applicable, in connection with any loss or damage thereby insured against.

6.TERMINATION

6.1. Termination by Tenant Without Cause. Tenant may terminate this Agreement by giving written notice to Developer (an "Election Notice") if:

6.1.1. the Project is taken in whole or in substantial or material part by condemnation or deed in lieu of condemnation;

6.1.2. the Project or any substantial or material portion thereof shall be damaged or destroyed by fire or other casualty or any other cause and Tenant in its sole discretion determines that it is not commercially reasonable to continue development of the Project;

6.1.3. all or substantially all of the Project is sold by Tenant to one or more bona fide third parties; provided, however that with respect to such a sale for less than substantially all of the Project, this Agreement shall only terminate with respect to the portion of the Project so sold; and provided, further, that Tenant's purchase of the Project from Landlord, whether pursuant to the Purchase Option or otherwise, shall not be deemed a sale of the Project by Tenant for this purpose; or

6.1.4. at any time, for any reason or no reason, Tenant elects terminate this Agreement.

The Election Notice shall specify the date upon which this Agreement shall terminate, which date shall be determined by Tenant in its sole and absolute discretion except that any Election Notice under Section 6.1.4 shall be delivered at least thirty (30) days prior to the specified termination

date. Upon such termination pursuant to this Section 6.1, no party shall have any further rights or obligations hereunder other than those obligations which expressly survive the expiration or earlier termination of this Agreement, except Tenant shall pay to Developer (a) the portion of the total Development Fee and Oversight Fee payable pursuant to Sections 4.1 and 4.2 hereof with respect to actual portion of the Development Costs incurred under the Approved Project Budget as of the date of such termination, (b) the Additional Fee (or the remaining unpaid Additional Fee, as applicable) payable pursuant to Section 4.4.3 (without reduction for any amounts owed or that may become owing by Developer pursuant to Section 2.7.5 or Section 2.7.17), and (c) the amount of any outstanding Draw Requests due and payable by Tenant, and/or the amount of any costs or expenses that have been actually expended by Developer and/or Contractors as of the date of Tenant's notice and would be due and payable pursuant to a timely future Draw Request (which shall be due and payable to Developer after such termination within thirty (30) days following Tenant s receipt of a Draw Request with respect thereto in accordance with the provisions of this Agreement). Except for Developer's right to the payments described in the immediately preceding sentence, Developer shall not be entitled to any further Developer Compensation or other compensation in respect of the Development Fee or in any other respect pursuant to this Agreement if this Agreement is terminated pursuant to this Section 6.1. The express remedies of Developer set forth in this Section 6.1 shall be Developer's sole and exclusive remedies for a termination of this Agreement by Tenant pursuant this Section 6.1. This Section 6.1 shall survive the termination of this Agreement.

6.2. Termination by Tenant Upon Event of Default. Subject to the terms hereof, Tenant may terminate this Agreement upon the occurrence of any of the following events (each, an "Event of Default"):

6.2.1. Developer failing to keep or perform any material covenant or material obligation of this Agreement other than Section 2.1.5, including without limitation, failure to perform the Services in accordance with the terms hereof, and such failure is not remedied by Developer within thirty (30) days after the delivery by Tenant to Developer of notice of such failure; provided, that if such failure is of a non-monetary nature and is of a nature that it cannot be reasonably cured within such thirty (30) day period, then such period shall be deemed to be extended for such additional period as may be reasonably required to remedy the failure, but in no event shall such additional remedy period extend beyond sixty (60) days from the date of delivery of the original notice of the same from Tenant to Developer; provided, further, that Developer commences and diligently pursues the cure of such failure in good faith within such original thirty (30) day-period, and, thereafter, continues to diligently pursue such cure in good faith;

6.2.2. Developer failing to keep or perform its obligations under Section 2.1.5 of this Agreement, and such failure is not remedied by Developer within ten (10) days after the delivery by Tenant to Developer of notice of such failure;

6.2.3. With respect to Developer: (a) Developer shall make an assignment for the benefit of creditors, commence (as the debtor) a case in bankruptcy, or commence (as the debtor) any proceeding under any other insolvency law; (b) a case in bankruptcy or any other proceeding under any other insolvency law is commenced against Developer (as the

debtor) and is consented to by Developer or remains undismissed for ninety (90) days, or Developer consents to or admits the material allegations against it in any such case or proceeding; (c) a trustee, receiver, agent, liquidator or sequestrator (however named) is appointed or authorized to take charge of all or substantially all of the property of Developer for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors and such appointment or authorization is consented to by Developer or is not overturned within ninety (90) days; or (d) Developer shall fail generally to pay Developer's debts as they become due, or suffer any writ of attachment or execution or any similar process to be issued or levied against Developer or all or substantially all of Developer's property which is not released, stayed, bonded or vacated within ninety (90) days after its issue or levy; or

6.2.4. If any representation or warranty of Developer set forth in this Agreement shall be found not to be true and correct in any material respect and is not corrected or remedied by Developer within thirty (30) days after written notice thereof from Tenant, or if Developer commits fraud towards Tenant or the Project

Upon such termination pursuant to this Section 6.2, no party shall have any further rights or obligations hereunder other than those obligations which expressly survive the expiration or earlier termination of this Agreement, except: (a) Tenant shall pay to Developer (i) the portion of the total Development Fee and Oversight Fee payable pursuant to Sections 4.1 and 4.2 hereof with respect to actual portion of the Development Costs incurred under the Approved Project Budget as of the date of such termination, and (ii) the amount of any outstanding Draw Requests due and payable by Tenant, and/or the amount of any costs or expenses that have been actually expended by Developer and/or Contractors as of the date of Tenant's notice and would be due and payable pursuant to a timely future Draw Request (which shall be due and payable to Developer after such termination within thirty (30) days following Tenant s receipt of a Draw Request with respect thereto in accordance with the provisions of this Agreement); and (b) no further Additional Fee shall be earned or payable and Developer shall refund to Tenant any portion of the Additional Fee that has previously been paid. Except for Developer's right to the payments described in the immediately preceding sentence, Developer shall not be entitled to any further Developer Compensation or other compensation in respect of the Development Fee or in any other respect pursuant to this Agreement if this Agreement is terminated pursuant to this Section 6.2. If a court of competent jurisdiction or an arbitrator determines that Tenant wrongfully terminated this Agreement pursuant to this Section 6.2, then such termination shall be deemed to have occurred pursuant to Section 6.1.4 and the compensation to which Developer would be entitled with respect thereto shall be Developer's sole remedy for such termination. This Section 6.2 shall survive the termination of this Agreement.

6.3. Termination by Developer for Cause. Developer may terminate this Agreement upon the occurrence of any the following events:

6.3.1. If Tenant fails to keep or perform any material covenant or material obligation of this Agreement and such failure is not remedied by Tenant within thirty (30) days after the delivery by Developer to Tenant of notice of such failure; provided, that if such failure is of a non-monetary nature and is of a nature that it cannot be reasonably cured within such

thirty (30) day period, then such period shall be deemed to be extended for such additional period as may be reasonably required to remedy the failure, but in no event shall such additional remedy period extend beyond sixty (60) days from the date of delivery of the original notice from Developer to Tenant; provided, further, that Tenant commences and diligently pursues in good faith the cure of such failure within such original thirty (30) day-period, and, thereafter, continues to diligently pursue such cure in good faith; or

6.3.2. With respect to Tenant: (a) Tenant shall make an assignment for the benefit of creditors, commence (as the debtor) a case in bankruptcy, or commence (as the debtor) any proceeding under any other insolvency law; (b) a case in bankruptcy or any other proceeding under any other insolvency law is commenced against Tenant (as the debtor) and is consented to by Tenant or remains undismissed for ninety (90) days, or Tenant consents to or admits the material allegations against it in any such case or proceeding; (c) a trustee, receiver, agent, liquidator or sequestrator (however named) is appointed or authorized to take charge of all or substantially all of the property of Tenant for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors and such appointment or authorization is consented to by Tenant or is not overturned within ninety (90) days; or (d) Tenant shall fail generally to pay Tenant's debts as they become due, or suffer any writ of attachment or execution or any similar process to be issued or levied against Tenant or all or substantially all of Tenant's property which is not released, stayed, bonded or vacated within ninety (90) days after its issue or levy.

Upon such termination pursuant to this Section 6.3, no party shall have any further rights or obligations hereunder other than those obligations which expressly survive the expiration or earlier termination of this Agreement, except Tenant shall pay to Developer (a) the portion of the total Development Fee and Oversight Fee payable pursuant to Sections 4.1 and 4.2 hereof with respect to actual portion of the Development Costs incurred under the Approved Project Budget as of the date of such termination, (b) the Additional Fee (or the remaining unpaid Additional Fee, as applicable) payable pursuant to Section 4.4.3 (without reduction for any amounts owed or that may become owing by Developer pursuant to Section 2.7.5 or Section 2.7.17), and (c) the amount of any outstanding Draw Requests due and payable by Tenant, and/or the amount of any costs or expenses that have been actually expended by Developer and/or Contractors as of the date of Tenant's notice and would be due and payable pursuant to a timely future Draw Request (which shall be due and payable to Developer after such termination within thirty (30) days following Tenant s receipt of a Draw Request with respect thereto in accordance with the provisions of this Agreement). Except for Developer's right to the payments described in the immediately preceding sentence, Developer (A) shall not be entitled to any further Developer Compensation or other compensation in respect of the Development Fee or in any other respect pursuant to this Agreement if this Agreement is terminated pursuant to this Section 6.3, and (B) waives and releases Tenant from any claims, direct, indirect, or contingent, including any claims for loss of anticipated profits, the costs associated with redeploying employees or resources or any consequential damages, arising out of or relating to any termination of this Agreement pursuant to this Section 6.3. The express remedies of Developer set forth in this Section 6.3 shall be Developer's sole and exclusive remedies for a termination of this Agreement by Developer pursuant this Section 6.3. Tenant and Developer acknowledge and agree that (A) the actual damages to be suffered by Developer as the result of any termination of this

Agreement pursuant to this Section 6.3 would be extremely difficult, if not impossible, to accurately determine, (B) the accelerated payment of the Additional Fee regardless of whether all Services have been performed and regardless of whether Substantial Completion or Final Completion have been achieved has been agreed upon by Tenant and Developer as a reasonable estimate of the damages to be suffered by Developer as the result of any such termination, and (C) the accelerated payment of the Additional Fee regardless of whether all Services have been performed and regardless of whether Substantial Completion or Final Completion have been achieved shall be deemed to be liquidated damages and not a penalty. Tenant and Developer acknowledge that they have read and understand the provisions of the foregoing liquidated damages provision and agree to be bound by its terms. This Section 6.1 shall survive the termination of this Agreement.

6.4. Survival. The provisions of Sections 5.4, 5.5, 7, 8, 9, 10, 11, 12 and this Section 6 and any other Sections or paragraphs of this Agreement which by their terms expressly survive such termination or expiration, shall survive any termination or expiration of this Agreement, and continue in full force and effects in accordance with the terms of such Sections.

6.5. Limitation on Certain Types of Liability. Neither Developer, Tenant nor their its Affiliates, nor any of their owners, principals, directors, officers, employees, agents or representatives will be liable for any consequential, indirect, incidental, special or similar damages suffered or incurred by any party, including without limitation, loss of use, profits, goodwill or savings, arising out of or in connection with this Agreement or the Project, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, even if such party has been advised in advance of the possibility of such loss or damage. Under no circumstances shall either Developer, its Affiliates nor any of its owners, principals, directors, officers, employees, agents or representatives be liable for exemplary or punitive damages

7.OWNERSHIP OF DOCUMENTS

All written and/or electronic materials, reports, documents, drawings, and other work product that Developer or any third party prepares or assists in preparing or obtaining for the Project (including, without limitation the Approved Plans and any and all other architectural, structural, engineering or other construction drawings with regard to the Project) shall be and remain at all times the sole property of Tenant, subject to any limitations or restrictions on use or ownership in favor of parties other than Developer or its Affiliates set forth in such materials; provided, that the foregoing materials shall not include (i) [any appraisals or other economic evaluations of, or projections with respect to, the real estate market and development in which the Property is located, (ii) any documents, materials or information which are subject to attorney/client, work product or similar privilege, which constitute attorney communications with respect to the Property, Developer and/or any Affiliate of Developer, or which are subject to a confidentiality agreement in favor of parties other than Developer or its Affiliates, and (iii) any rights or goodwill related to the name “Stream,” “Stream Realty,” “Stream Realty Partners” or any derivative or form thereof, or to any mark associated with or material that includes any such name or any derivative or form thereof.

8.CONFIDENTIALITY

Any and all knowledge, information, data, materials, and trade secrets gained, obtained, derived, produced, generated, or otherwise acquired by Developer with respect to the Project shall be confidential. Except as otherwise required in connection with the performance of the Services, Developer shall not divulge any confidential information to any third party without the prior written approval of the Tenant. No public announcements or press releases with respect to the Project shall be disseminated by Developer without the express prior written approval of Tenant. Submission or distribution of confidential information in connection with obtaining financing or governmental approvals for the Project or for similar purposes in connection with the Project, and which are required for Developer's performance of the Services, is not to be construed as publication in derogation of the terms of this Section 8.

9.STANDARD OF CARE

Except as otherwise expressly set forth herein, Tenant and Developer are free to compete with each other in connection with any other business opportunities or investments and shall have no obligation to account to each other for such activities. To the extent any standards of care regarding Developer's performance of the Services under common law are inconsistent with, or would have the effect of modifying, limiting, or restricting, the express provisions of this Agreement: (a) the terms of this Agreement shall prevail; (b) this Agreement shall be interpreted in accordance with general principles of contract interpretation without regard to the common law principles of agency (except as expressly provided for in this Agreement); and (c) any liability between the parties shall be based solely on principles of contract law and the express provisions of this Agreement. In connection with the performance of Services under this Agreement, Developer shall act in a professional manner, consistent with the performance of a highly qualified service provider performing similar services for projects comparable to the Project.

10.INDEPENDENT CONTRACTOR

10.1. Independent Contractor. Developer is an independent contractor in the performance of the Services and that neither Developer nor Developer's employees or subcontractors are servants, agents, employees, or representatives of Tenant. Developer shall determine, control and manage the means, methods and details of the Services under this Agreement, the manner in which the Services is to be done, the order in which the Services is done, the selection of employees and/or subcontractors and the coordination and fixing of their hours of labor. Developer shall retain control or direction of the manner and method of performance of the Services under this Agreement and Tenant shall have the right of review merely as to the result of the Services; provided, that Tenant shall at all times control the performance of the Contract Documents with assistance from Developer as part of the Services hereunder.

10.1.1. "Independent Contractor" means a person or entity not acting as an employee and who, in the support of an independent business, undertakes to do specific work for another party or entity, using the independent person or entity's means and methods without submitting himself or itself to the control of such other party or entity with respect to the

details of the work, and who represents the will of such other party or entity only as to the result of his or its work and not as to the means by which it is accomplished.

10.1.2. Nothing in this Agreement shall be construed as reserving to Tenant any right to exercise any control over or to direct in any respect the conduct or management of, Developer or any other contractor, professional or subcontractor engaged by Developer to perform the Services pursuant to this Agreement. The entire control and direction of Developer's business and operations shall be and remain in Developer or its subcontractors.

10.1.3. Developer assumes sole responsibility for all persons engaged or employed by Developer with respect to the Services, including but not limited to all subcontractors and their respective employees and agents.

10.1.4. ANY PROVISIONS IN THIS AGREEMENT THAT MAY APPEAR TO GIVE TENANT THE RIGHT TO DIRECT DEVELOPER AND/OR ITS EMPLOYEES OR AGENTS AS TO THE MEANS, METHODS OR DETAILS OF THE SERVICES, THE ORDER OR MANNER IN WHICH THE SERVICES IS TO BE DONE OR TO EXERCISE A MEASURE OF CONTROL OVER THE SERVICES SHALL BE DEEMED TO MEAN THAT DEVELOPER AND/OR HIS EMPLOYEES OR AGENTS SHALL FOLLOW THE DESIRES OF TENANT IN THE QUALITY OF THE RESULTS OF THE SERVICES ONLY.

10.1.5. Nothing in this Agreement is intended to, nor shall it be construed to create a partnership, agency, joint venture, employment or similar relationship.

10.1.6. Tenant shall not be responsible for the direct payment of any withholding taxes, Social Security payments, payments under workmen's compensation, insurance premiums for insurance maintained by Developer with respect to employees of Developer, or other fees or charges of any kind or nature relating to Developer's employees, except as otherwise provided herein or in the Contract Documents. Developer certifies that it will deduct and pay over to the proper governmental authority any withholding taxes or similar assessments which an employer is to deduct and pay over with respect to Developer's employees, and Developer accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state, or other governmental authority, covering Developer's agents or employees.

11. REPRESENTATIONS AND WARRANTIES.

11.1. Representations and Warranties of Tenant. In order to induce Developer to enter into this Agreement, Tenant does hereby make the following representations and warranties to Developer:

11.1.1. Tenant is a duly organized and validly existing limited liability company, and in good standing, under the laws of the State of Delaware. Tenant is legally qualified to do business and in good standing under the laws of the State of Texas.

11.1.2. This Agreement has been duly executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject to general principles of equity.

11.1.3. Tenant has full power and authority to enter into this Agreement and to carry out the transactions herein contemplated, and the undersigned officer or other signatory of Tenant has all necessary authority to execute and deliver this Agreement on behalf of Tenant.

11.1.4. Neither the execution and delivery of this Agreement, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Tenant is a party or otherwise bound

11.2. Representations and Warranties of Developer. In order to induce Tenant to enter into this Agreement, Developer does hereby make the following representations and warranties to Tenant:

11.2.1. Developer is a duly organized and validly existing limited partnership, and in good standing, under the laws of the Texas.

11.2.2. The Agreement has been duly executed and delivered by Developer and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject to general principles of equity.

11.2.3. Developer has full power and authority to enter into this Agreement and to carry out the transactions herein contemplated, and the undersigned officer of Developer has all necessary authority to execute and deliver this Agreement on behalf of Developer.

11.2.4. Neither the execution and delivery of this Agreement, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Developer is a party or otherwise bound.

11.2.5. To Developer's Actual Knowledge, there are no claims, causes of action or other litigation or any judicial, administrative or investigative proceedings pending against Developer in respect of the ownership or operation of the Property or any part thereof (including, without limitation, with tenants, governmental authorities, utilities, contractors, adjoining land owners and suppliers of goods or services), and to Developer's Actual Knowledge, there is no litigation or administrative proceeding pending or threatened against

any other person that could materially and adversely affect the development and use of the Property for the purpose intended by this Agreement.

11.2.6. To Developer's Actual Knowledge, (a) the Property is properly zoned for the construction of the Project, (b) the construction and operation of the Project thereon as presently planned and contemplated will not violate any Applicable Legal Requirement, and (c) no right to construct or use the Project or the Property is to any extent dependent upon or related to any real estate other than the Property (other than easement estates that benefit the Property).

11.2.7. Developer has received no written notice of violations of any Applicable Legal Requirements against or affecting the Property, or with respect to the operation thereof, which have not been previously complied with, nor to Developer's Actual Knowledge is there any fact or circumstance which, if known to the appropriate authorities, would result in the issuance, of any such notice of violation.

11.2.8. To Developer's Actual Knowledge, (a) no condemnation of any portion of the Property, (b) no condemnation or relocation of any roadways abutting the Property, and (c) no denial of access to the Property from any point of access to the Property has commenced or is contemplated by any governmental authority.

As used in this Agreement, "Developer's Actual Knowledge" shall mean the current, actual knowledge of Chris Jackson, Bob Hagewood and Albert Jarrell, without knowledge being imputed to such individual from any other Person; provided, however, that Developer represents and warrants to Tenant that said individuals are the individuals at a management or supervisory level within Developer who would, in the ordinary course of their responsibilities as employees or agents of Developer, receive notice from other agents or employees of Developer or from other Persons of any of the matters described in the representations and warranties in this Agreement. The named individuals are acting for and on behalf of Developer and in a capacity as officers or representatives of Developer and is in no manner expressly or implicitly making any representations or warranties in an individual capacity. Tenant waives any right to sue or seek any personal judgment or claim against any such individuals in connection with the representations made in this Agreement.

12.MISCELLANEOUS

12.1. Notices. Except as otherwise expressly provided herein, any notice, consent, demand, request, instruction, correspondence or other document required or permitted to be given under this Agreement shall be in writing and delivered (a) in person, (b) by a nationally recognized overnight courier service requiring acknowledgment of receipt of delivery, or (c) by facsimile, or email, to the parties' addresses set forth below; provided, however, if the notice is sent by facsimile or email the transmitting party must also send a duplicate copy of the notice to the other party by one of the other methods permitted by clause (a) or clause (b) above. Notice shall be deemed given, received and effective on: (i) if given by personal delivery or courier service, the date of actual receipt by the receiving party, or if delivery is refused on the date delivery was first attempted; (ii) if given by email, the date on which the email is transmitted if sent during the transmitter's normal business hours, or at the beginning of the next Business Day after transmission if sent at any time

other than the transmitter's normal business hours; and (iii) if given by facsimile, the date on which the facsimile is transmitted if confirmed by transmission report during the transmitter's normal business hours, or at the beginning of the next Business Day after transmission if confirmed at any time other than the transmitter's normal business hours; provided, however, if the notice is sent by facsimile or email the transmitting party must also send a duplicate copy of the notice to the other party by one of the other methods permitted by clause (a) or clause (b) above. The provisions above governing the date on which notice is deemed to be received and effective shall mean and refer to the date on which a party, and not its counsel or other recipient, is deemed to have received notice. Any party may change any address to which notice is to be given to it by giving notice as provided above of such change of address. The inability to deliver notice because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date such attempt was first made. The contrary notwithstanding, any notice given in a manner other than provided in this Agreement, that is actually received, shall be effective with respect to the recipient on receipt of the notice. Copies of all notices shall be given in accordance with the above as follows:

If intended for Tenant, delivered or addressed to:

Farmer Bros. Co.
20333 S. Normandie Ave.
Torrance, CA 90502
Attention: Legal Department
Facsimile: [_____]
Email: tmattei@farmerbros.com

and with a copy to:

Munsch Hardt Kopf & Harr, P.C.
3800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201
Attention: William T. Cavanaugh, Jr.
Facsimile: (214) 978-4371
Email: ccavanaugh@munsch.com

If intended for Developer, delivered or addressed to:

Stream Realty Partners-DFW, L.P.
2001 Ross Avenue, Suite 2800
Dallas, Texas 75201
Attention: Chris Jackson
Facsimile: (214) 267-0404
Email: cjackson@streamrealty.com

and with a copy to:

Vinson & Elkins L.L.P.

2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attention: Glenn Koury
Facsimile: (214) 999-7829
Email: gkoury@velaw.com

Either party hereto may change its address for notices hereunder by notice of such change to the other party hereto in the manner hereinabove provided.

12.2. No Partnership. Nothing in this Agreement contained shall constitute, or be construed to constitute or create a partnership, joint venture, or lease between the parties or to give either party any right to participate in any manner in any other project in which the other party or any of its Affiliates has an interest.

12.3. Landlord as Third Party Beneficiary; No Other Third Party Beneficiaries. Landlord is an express third party beneficiary of all provisions of this Agreement that grant rights to Tenant or impose obligations upon Developer for the benefit if Tenant. Except as provided in the immediately preceding sentence, this Agreement is for the benefit of Tenant and Developer and shall not create any third party beneficiary rights.

12.4. Applicable Law; Jurisdiction; Waiver of Trial by Jury.

12.4.1. Applicable Law; Jurisdiction. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Each party to this Agreement consents to the jurisdiction of any federal or state court within the State of Texas having proper venue and also consents to service of process by any means authorized by Texas or federal law.

12.4.2. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL IN THE STATE OF TEXAS WITHOUT A JURY.

12.5. Further Instruments. Each party hereto shall execute and deliver all such other documents and instruments and take such other action as the other party may reasonably request

and as may be necessary to make this Agreement fully and legally effective, binding and enforceable as between the parties hereto and as against third parties.

12.6. Time. Time is of the essence of this Agreement. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the words "business" or "Business" the word "day" shall mean a calendar day. The phrase "Business Days" shall mean those days on which the state courts of Dallas County, Texas are open for business.

12.7. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the purposes or subject matter of this Agreement, the prevailing party shall be entitled to recover from the other party all of its reasonable expenses, including reasonable attorneys' and accountants fees, including in any bankruptcy or appellate proceeding.

12.8. Interpretation.

12.8.1. The headings and captions herein are inserted for convenient reference only, and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

12.8.2. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa.

12.8.3. The terms "hereby," "hereto," "herein," "hereunder," and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the Effective Date.

12.8.4. The terms "include," "including" and similar terms shall be construed as if followed by phrase "without being limited to".

12.8.5. No term or provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any governmental authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision. This Agreement is the joint product of the review and comment of both parties hereto. The parties agree that this Agreement shall not be construed for or against either party hereto on the basis of authorship thereof.

12.8.6. Except as otherwise expressly provided herein, and any other agreements or documents referenced herein, this Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified, or discharged, nor may any of its terms be waived, except by an instrument in writing signed by the parties to be bound thereby. No failure by Developer or Tenant to insist upon strict performance of any covenant, agreement, term, or condition

of this Agreement, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition of this Agreement, and no breach thereof shall be waived, altered, or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

12.8.7. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Legal Requirement, but if any provision of this Agreement shall be prohibited by or unenforceable or invalid under any Applicable Legal Requirement, such provision shall, as to such prohibition, unenforceability, or invalidity be severed and ineffective to the extent thereof, without it invalidating the remaining provisions of this Agreement or affecting the validity or enforceability hereof.

12.9. Assignment; Binding Effect. Developer hereby consents to the assignment by Tenant of all its right, title and interest hereunder to Landlord if and to the extent Landlord is entitled to such assignment pursuant to the terms of the Lease, Landlord assumes all of Tenant's duties and obligations under this Agreement from and after the date of such assignment, and written notice of such assignment and assumption is provided to Developer. Except as provided in the immediately preceding sentence, neither Tenant nor Developer may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective permitted successors and assigns, with the same effect as if mentioned in each instance where the party hereto is named or referred to.

12.10. Relationship Between Landlord and Tenant. Developer acknowledges that the relationship between Landlord and Tenant is that of landlord and tenant only, such that Landlord is not an agent of Tenant and Tenant is not an agent of Landlord.

12.11. Counterparts. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[***The remainder of this page is intentionally left blank.***]

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

Developer:

STREAM REALTY PARTNERS-DFW, L.P.,
a Texas limited partnership

By: Belland-McVean-Jackson Interests II, L.L.C.,
a Texas limited liability company,
its General Partner

By: /s/Chris Jackson
Name: **Chris Jackson**
Title: Member

Tenant:

FARMER BROS. CO.,
a Delaware corporation

By: /s/ Barry Fischetto
Name: **Barry Fischetto**
Title: Senior Vice President

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D