

**Fill in this information to identify the case:**

Debtor Southcross Energy Partners, L.P.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 19-10702

Official Form 410  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Brookwood Properties Subsidiary, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	Brookwood Properties Subsidiary, LLC Howard C. Rubin, Kessler Collins 2100 Ross Avenue, Suite 750 Dallas, Texas 75201, USA	Brookwood Real Estate Management, LLC Kristen Betts 1431 Greenway Drive, Suite 375 Irving, Texas 75038, USA
	Contact phone <u>214-379-0722</u>	Contact phone <u>972-550-7662</u>
	Contact email <u>hrubin@kesslercollins.com</u>	Contact email <u>kbetts@brookwoodfinancial.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_ \_\_\_ \_\_\_ \_\_\_

7. How much is the claim? \$ 280,559.30. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
  
Real Property Lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 0

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: Security Deposit of 30,446.00



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/06/2019  
MM / DD / YYYY

/s/Kristen Betts  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Kristen Betts  
First name Middle name Last name

Title Assistant Vice President and Senior Property Manager

Company Brookwood Real Estate Management, LLC for the Owner  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0671 | International (310) 751-2671

<b>Debtor:</b> 19-10702 - Southcross Energy Partners, L.P. <b>District:</b> District of Delaware		
<b>Creditor:</b> Brookwood Properties Subsidiary, LLC Howard C. Rubin, Kessler Collins 2100 Ross Avenue, Suite 750  Dallas, Texas, 75201 USA <b>Phone:</b> 214-379-0722 <b>Phone 2:</b>  <b>Fax:</b> 214-373-4714 <b>Email:</b> hrubin@kesslercollins.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>  <b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>  <b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> Brookwood Real Estate Management, LLC Kristen Betts 1431 Greenway Drive, Suite 375  Irving, Texas, 75038 USA <b>Phone:</b> 972-550-7662 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> kbetts@brookwoodfinancial.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Real Property Lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 280,559.30	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 0 <b>Subject to Right of Setoff:</b> Yes, Security Deposit of 30,446.00	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Kristen Betts on 06-Nov-2019 4:31:08 p.m. Eastern Time <b>Title:</b> Assistant Vice President and Senior Property Manager <b>Company:</b> Brookwood Real Estate Management, LLC for the Owner		

## EXPLANATION OF CLAIM

Brookwood Properties Subsidiary, LLC, a Delaware limited liability company (“Claimant”), successor in interest to Brookwood Stone Oak Investors, LLC, makes this claim for damages resulting from Debtor Southcross Energy Partners, L.P.’s rejection of a lease of non-residential real property pursuant to the order of this court signed on October 17, 2019 (Doc. #544).

Claimant’s predecessor and Debtor entered into a real property lease (“Lease”) on December 30, 2014 wherein Claimant leased to Debtor three office suites in the building known as Building Three at the The Commons at Concord Park, 300 East Sonterra Boulevard, San Antonio, Texas: (1) Suite 350 containing approximately 10,748 rentable feet of space, (2) Suite 340 containing approximately 2,108 rentable square feet of space, and (3) Suite 330 containing approximately 1,202 rentable square feet (the “Premises”). Now the Premises is known as Suite 350.

Due to its length and digital size, the Lease is attached hereto as Exhibit A without the exhibits attached to the Lease. Claimant will provide a copy of the Lease with Exhibits upon request.

Debtor’s tenancy of the Premises was to expire on July 31, 2020. The monthly base rent for the Premises is \$23,078.54. As of the effective date of the lease rejection (October 4, 2019), Debtor was responsible for common area maintenance (“CAM”) reimbursement (\$3,587.07 per month) and real estate tax reimbursement (\$5,618.05 per month).

Based upon the foregoing, and assuming no appreciable change in the CAM and real estate taxes, total rent that would have been due from Debtor is calculated as follows:

Prorated Rent, CAM and Taxes from	
October 5-31, 2019	\$ 28,118.10
Base Rent (Nov. 2019-July 2020)	\$207,706.86
CAM (Nov. 2019-July 2020)	\$ 32,283.63
<u>Real Estate Taxes (Nov 2019-July 2020)</u>	<u>\$ 50,562.45</u>
Total	\$318,671.04

A spreadsheet showing charges (and credits) for approximately the past year on Debtor’s account is attached hereto as Exhibit B in order to illustrate the charges and payments made to that account.

Debtor is entitled to credits arising from a sublease (“Sublease”) of a portion of the Premises between Debtor and Miner, LTD, a Texas limited partnership (“Sublessee”). In May 2017 Debtor subleased approximately 9,790 of the Premises (“Subleased Premises”) to Sublessee for a term that coincided with the remaining term of the Lease. A true and correct copy of the Sublease and Claimant’s consent is attached hereto as Exhibit C. As part of Claimant’s Consent to Sublease Agreement, the Sublessee agreed to pay Claimant directly in the event of a default by Debtor. The rent to be paid under the Sublease was \$12,645.42 per month plus 69.64% of the CAM reimbursements and taxes. This percentage presently totals \$6,410.46 per month. If Sublessee remains in the space through the end of Debtor’s term and pays these amounts directly to Claimant

from October 5, 2019 through July 31, 2020, Debtor would be entitled to a maximum credit of approximately \$188,099.98. So far, Claimant has received \$38,111.74 in rent from Sublessee through November 2019 bringing its claim at the present time to \$280,559.30.

Also, pursuant to 11 U.S.C. §502(b)(6), this claim is capped at the rent reserved in the lease for one year. The items set forth above only cover slightly less than ten months, so the damages are well within the one-year cap. In addition, Claimant possesses a security deposit in the amount of \$30,446.00 which will be credited to this claim either upon agreement of the parties, order of the court or other circumstances allowing Claimant to apply it to the rejection damages.

### **Credits Due, Qualifications and Reservation of Rights**

Based upon the rent received from the Sublessee, the present claim is \$280,559.30. However, even with a maximum recovery of rent from Sublessee, Claimant's damages would still total \$130,571.06 before application of the security deposit.

Consequently, Claimant reserves the right to amend this claim to apply any credits due, if circumstances change or if additional expenses, charges and credits arise.

**LEASE**

**BY AND BETWEEN**

**BROOKWOOD STONE OAK INVESTORS, LLC,**  
a Delaware limited liability company  
**("Landlord")**

**and**

**SOUTHCROSS ENERGY PARTNERS, L.P.,**  
a Delaware limited partnership  
**("Tenant")**

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1. **TERMS.** Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.

**Date of this Lease:**

December 30, 2014

**Name of Tenant:**

Southcross Energy Partners, L.P.,  
a Delaware limited partnership

**Notice Address of Tenant:**

(a) Prior to possession:

1700 Pacific Avenue, Suite 2900  
Dallas, Texas 75201  
Attn: General Counsel

(b) Following possession:

The Premises.

with a copy to:

1700 Pacific Avenue, Suite 2900  
Dallas, Texas 75201  
Attn: General Counsel

**Name of Landlord:**

Brookwood Stone Oak Investors, LLC,  
a Delaware limited liability company

**Notice Address of Landlord:**

Brookwood Stone Oak Investors, LLC  
c/o Brookwood Management Partners, LLC  
72 Cherry Hill Drive  
Beverly, Massachusetts 01915  
Attention: Kurt Zernich, Director of Asset  
Management

**Landlord's Remittance Address:**

Brookwood Stone Oak Investors, LLC  
c/o Brookwood Management Partners, LLC  
72 Cherry Hill Drive  
Beverly, Massachusetts 01915

**Building:**

The building located at 300 East Sonterra  
Boulevard, San Antonio, Texas, known as  
Building Three at The Commons at Concord Park.

**Property:**

The Building and the real property on which the  
Building is located and any other buildings and  
improvements located thereon. For all purposes  
under this Lease, the Property shall include all  
related site land, property, improvements, parking  
facilities, common areas, driveways, sidewalks and  
landscaping which form a part of the project

located at East Sonterra Boulevard, San Antonio, Texas and commonly known as The Commons at Concord Park, presently consisting of four (4) buildings known as Buildings 1, 2, 3, and 4.

**Premises:**

The Premises shall consist of three suites as approximately shown by the floor plan attached hereto as Exhibit A and consisting of the following:

The "Original Premises" shall consist of approximately 10,748 rentable square feet of space in the Building commonly known as Suite 350; the "First Expansion Space" shall consist of approximately 2,108 rentable square feet of space in the Building commonly known as Suite 340; and the "Second Expansion Space" shall consist of approximately 1,202 rentable square feet of space in the Building commonly known as Suite 330.

**Permitted Use:**

General office, and no other use or purpose.

**Term:**

The period of time beginning on the Commencement Date and ending at 11:59 P.M. on the Expiration Date.

**Commencement Date:**

The Commencement Date shall be the date of the Substantial Completion of Landlord's Work on the Original Premises (as said terms are defined in the Work Letter). Tenant shall confirm the Commencement Date pursuant to Section 34. Landlord hereby agrees to use reasonable efforts to provide Tenant with at least thirty (30) days prior written notice of the date of Substantial Completion of Landlord's Work on the Original Premises.

**Expiration Date:**

That certain date which is the last day of the sixty-fourth (64<sup>th</sup>) complete calendar month following the Commencement Date.

**Tenant's Percentage:**

Tenant's Percentage of the Original Premises shall be 42.65%, being the ratio of rentable square footage of the Original Premises to the total rentable square footage of the Building. Tenant's Percentage of the First Expansion Space shall be

8.37%, being the ratio of rentable square footage of the First Expansion Space to the total rentable square footage of the Building. Tenant's Percentage of the Second Expansion Space shall be 4.77%, being the ratio of rentable square footage of the Second Expansion Space to the total rentable square footage of the Building.

In the event any item of Additional Rent provided for in this Lease is calculated by Landlord with respect to the entire Property, then Tenant's Percentage for any such item shall be 16.74% for the Original Premises, 3.28% for the First Expansion Premises, and 1.87% for the Second Expansion Premises, being the ratio of rentable square footage of the applicable space to the total rentable square footage of the Property.

In the event additional rentable square footage is added to the Building or the Property, Tenant's Percentage shall decrease proportionately (but shall not be increased in the event the rentable square footage is decreased).

**Security Deposit:** \$30,446.00

**Exhibits:**

- Exhibit A The Premises
- Exhibit A-1 Parking Plan
- Exhibit B Additional Stipulations
- Exhibit C Rules and Regulations
- Exhibit D Commencement Letter
- Exhibit E Work Letter

All of the Exhibits listed above are incorporated into and made part of this Lease.

**Rent:** Base Rent and all Additional Rent.

**Additional Rent:** All amounts required to be paid by Tenant to Landlord pursuant to this Lease other than Base Rent, including, without limitation, Operating Expenses, Taxes and Electrical Costs.

**Base Rent:**

Original Premises:

Commencing on the Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord Base Rent for the Original Premises pursuant to Section 5 hereof and as set forth below:

<u>Months of Term</u>	<u>Base Rent (per annum)</u>	<u>Base Rent (per month)</u>	<u>Base Rent (per rentable square foot, per annum)</u>
Commencement Date – 12	\$188,090.00	\$15,674.17	\$17.50
13 – 24	\$193,786.44	\$16,148.87	\$18.03
25 – 36	\$199,590.36	\$16,632.53	\$18.57
27 – 48	\$205,609.24	\$17,134.10	\$19.13
49 – 64	\$211,735.60	\$17,644.63	\$19.70

First Expansion Space:

Beginning on the date of Landlord's Substantial Completion of Landlord's Work on the First Expansion Space and continuing throughout the Term, Tenant shall pay Annual Base Rent for the First Expansion Premises to Landlord at the same Base Rent per rentable square foot per annum as set forth above for the Original Premises.

Second Expansion Space:

Beginning on the date of Landlord's Substantial Completion of Landlord's Work on the Second Expansion Space and continuing throughout the Term, Tenant shall pay Annual Base Rent for the Second Expansion Premises to Landlord at the same Base Rent per rentable square foot per annum as set forth above or the Original Premises.

**2. THE PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, upon and subject to the terms and conditions of this Lease, the Premises. The Premises are leased with the right of Tenant to use for its customers, employees and visitors, in common with other parties entitled thereto, such common areas and facilities as Landlord may from time to time designate and provide.

**3. TERM.** The Premises are leased for the Term. If for any reason Landlord is unable to deliver exclusive possession of the Original Premises to Tenant on or prior to the Commencement Date, then Landlord shall not be liable to Tenant for any resultant loss or damage and this Lease shall not be affected except that the Commencement Date shall be extended by one (1) day for each day of such delay. Tenant shall have the option to extend the Term subject to the terms and conditions of Exhibit B attached hereto.

Notwithstanding the foregoing paragraph, if Landlord is unable to deliver possession of the Original Premises in the condition required under this Lease on or before May 1, 2015 (the "Original Premises Delivery Date"), Tenant shall receive a credit against the Base Rent payable hereunder equal to one (1) day's Base Rent for each day after the Original Premises Delivery

Date that the Landlord fails to tender the Original Premises to Tenant with Landlord's Work on the Original Premises substantially completed, excluding each day of delay caused by a Tenant Delay, Force Majeure Event or long lead time specifications and not to exceed ninety (90) days. Notwithstanding the foregoing, if Landlord is unable to deliver possession of the Original Premises on or before December 31, 2015 for any reason whatsoever except a Tenant Delay, Force Majeure Event or long lead time specifications, then Tenant shall thereafter have the right to terminate this Lease upon written notice delivered to Landlord.

Further, if Landlord is unable to deliver possession of the First Expansion Premises or the Second Expansion Premises within one hundred eight (180) days following vacation of the existing tenants of such spaces and Landlord's repossession of such spaces (respectively, the "First Expansion Premises Delivery Date" and the "Second Expansion Premises Delivery Date"), Tenant shall receive a credit against the Base Rent payable hereunder equal to one (1) day's Base Rent for each day after such 180-day period that the Landlord fails to tender the First Expansion Premises and the Second Expansion Premises to Tenant with Landlord's Work on such spaces substantially completed, excluding each day of delay caused by a Tenant Delay, Force Majeure Event or long lead time specifications and not to exceed ninety (90) days.

**4. CONDITION OF THE PREMISES.** Except for Landlord's obligations under this Lease, the Premises are leased in an "as is" and "where is" condition without any warranty of suitability, habitability or fitness for use, occupation or any particular purpose express or implied, it being agreed that Tenant has had an opportunity to examine the condition of the Premises, that Landlord has made no representations or warranties of any kind with respect to such condition, and that Landlord has no obligation to do or approve any work or make or approve any improvements to or with respect to the Premises to prepare the same for Tenant's occupancy except as specifically provided in this Lease. Landlord shall make improvements to the Premises as described in the Work Letter attached as Exhibit E.

**5. MONTHLY RENT.** Commencing on the Commencement Date, Base Rent shall be paid monthly in advance on or before the first day of each calendar month in accordance with the schedule set forth in Section 1. The Base Rent shall not be adjusted or modified if the actual rentable square footage of the Premises varies from the rentable square footage set forth in Section 1. If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent for the partial month shall be prorated based on the number of days in that month. Unless otherwise provided herein, commencing on the Commencement Date, Additional Rent shall be paid monthly in advance on or before the first day of each calendar month. If the Commencement Date shall be on any day other than the first day of a calendar month, Additional Rent for the partial month shall be prorated based on the number of days in that month. Rent shall be paid to Landlord, without notice or demand, and without deduction or offset (except as otherwise provided for herein), in lawful money of the United States of America, at Landlord's Remittance Address as set forth in Section 1 or to such other address as Landlord may from time to time designate in writing. Tenant acknowledges that the late payment of Rent or other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which shall be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord within five (5)

business days of when due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. In addition, any amount due to Landlord, if not paid within five (5) business days of when due, shall bear interest from the date due until paid at the lesser of: (i) the Prime Rate (as hereinafter defined) plus five percent (5%) per annum, or (ii) the highest rate permitted by law (the "Default Rate"). The term "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal from time to time. The parties agree that such late charges represent a fair and reasonable estimate of the costs Landlord shall incur by reason of late payment by Tenant. The acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Notwithstanding anything to the contrary in this Lease, Tenant shall pay the first installment of Rent due hereunder upon execution of this Lease.

**6. TAXES.** Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Taxes based on estimates provided by Landlord from time to time and subject to reconciliation as provided in Section 8 below. "Taxes" means all taxes, assessments and fees levied upon the Property by any governmental entity based upon the ownership, leasing, renting or operation of the Property. Landlord may allocate Taxes incurred with respect to multiple buildings on the Property among such buildings. Taxes shall not include any federal, state or local net income, capital stock, succession, transfer, replacement, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. In addition to the foregoing, Tenant shall pay Landlord, as Additional Rent, for any taxes which are reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises if included within Taxes. All reasonable, out-of-pocket expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for the year in which the expenses are incurred, provided such expenses shall not exceed the amount of the tax savings.

**7. OPERATING EXPENSES.** Tenant shall pay monthly, as Additional Rent, one-twelfth (1/12) of Tenant's Percentage of annual Operating Expenses based on estimates provided by Landlord from time to time and subject to reconciliation as provided in Section 8 below. "Operating Expenses" means and includes all expenses, costs, fees and disbursements paid or incurred by or on behalf of Landlord for managing, operating, maintaining, improving, servicing or repairing the Building or Property and all associated plumbing, heating, ventilation, air conditioning, lighting, electrical, mechanical and other systems, including, without limitation, costs of: performing the Landlord's obligations described in Section 13; janitorial services, the repair, maintenance, re-striping (but not repaving) of any parking and dock areas; providing any services or amenities generally to all tenants such as conference rooms, parking garage, cafeteria, or gymnasium; exterior maintenance, repair and repainting; landscaping; snow removal; utilities, provided however, that Electrical Costs paid by tenants directly to Landlord shall not be included as Operating Expenses; management fees (not to exceed 4% of the gross revenue of the Building); supplies and sundries; sales or use taxes on supplies or services; charges or assessments under any easement, license, declaration, restrictive covenant or association; accounting expenses; Insurance Premiums excluding the costs of any deductibles; and

compensation and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid to, for or with respect to all persons engaged in the operation, administration, maintenance and repair of the Property at or below the grade of building manager. Landlord may allocate any item of Operating Expenses that benefits multiple buildings among such buildings. Landlord may allocate any item of Operating Expenses among different portions or occupants of the Building or Property based on use or other considerations as determined by Landlord in Landlord's reasonable discretion. If there is less than ninety five percent (95%) occupancy during any period, Landlord may adjust those Operating Expenses that are affected by variations in occupancy levels to the amount of Operating Expenses that would have been incurred had there been ninety five percent (95%) occupancy. Notwithstanding the foregoing, in no event shall Landlord collect from Tenant and all other tenants of the Building and/or Property an amount in excess of one hundred percent (100%) of the actual amount of the Operating Expenses in any calendar year.

Notwithstanding the foregoing, Operating Expenses shall not include costs of alterations to the premises of other tenants of the Property, depreciation charges, interest and principal payments on mortgages, ground rental payments and real estate brokerage and leasing commissions; costs incurred for Landlord's general overhead and any other expenses not directly attributable to the operation and management of the Building or the Property; costs of selling or financing any of Landlord's interest in the Property; costs incurred by Landlord for the repair of damage to the Property to the extent that Landlord is reimbursed by insurance proceeds; Taxes; and the costs of services and utilities separately chargeable to individual tenants of the Building. The costs of capital improvements and capital expenditures shall not be included in Operating Expenses except for those capital improvements and/or expenditures which actually reduce Operating Expenses, but only to the extent of the savings realized, which are for replacements (as opposed to additions or new improvements) of non-structural items located in the common areas required to keep such areas in good condition, or which are required under any governmental laws, regulations, or ordinances that were not applicable to the Building at the time it was constructed, which, together with any financing charges incurred in connection therewith, shall be amortized over their useful life as reasonably determined by Landlord, and only the annual amortization of the cost of such expenditure shall be included in Operating Expenses each year. Operating Expenses shall also not include expenses (including attorneys' fees) incident to Landlord's enforcement of any lease; fines, penalties or damages incurred by Landlord as a result of any violation of law committed by Landlord or any breach of contract committed by Landlord; Landlord's advertising, promotional and marketing expenses; any costs for which Landlord is reimbursed by way of insurance proceeds (or would have been reimbursed if Landlord had maintained the insurance it is required to maintain under this Lease), condemnation awards, warranties, guaranties or otherwise; costs of constructing, installing, operating or maintaining any special service or facility such as an observatory, broadcasting facility, luncheon club, athletic or recreational club, cafeteria or dining facility, and any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord; costs associated with utilities, services or amenities not available to all tenants and not available to Tenant; and costs associated with utilities, services or amenities provided to any tenant other than Tenant to a materially greater extent or in a materially more favorable manner than generally provided to other tenants (including Tenant), to the extent of the costs associated with such greater extent or more favorable manner of providing such utilities, services or amenities; all amounts that would otherwise be included in Operating Expenses which are paid to any



affiliate of Landlord, to the extent the costs of such services exceed competitive rates for such services; damages incurred due to the gross negligence of the Landlord; bad debt loss, rent loss or reserves for bad debt or rent loss; any costs related to any future expansion of the Building or the Property.

Notwithstanding the foregoing, the maximum increase in the amount of Controllable Operating Expenses (defined herein below) that may be included in calculating such Operating Expenses for each calendar year during the Term shall be limited to 5% per calendar year on a cumulative, compounded basis. For the purposes hereof, Controllable Operating Expenses means all Operating Expenses other than Insurance Premiums, utilities, management fees exceeding 4% of the gross revenue of the Building, association charges, governmentally mandated charges, and snow removal. Notwithstanding anything herein to the contrary, Controllable Operating Expenses for 2015 shall not exceed \$2.06 per square foot.

**8. RECONCILIATION.** Tenant shall not be responsible for the payment of any additional Operating Costs, Electrical Costs, Taxes or any other Additional Rent if the annual statement is received more than twenty-four (24) months after the end of a lease year. Within 120 days after the end of the preceding year, Landlord shall provide Tenant with a statement of all actual Operating Expenses and Electrical Costs, in each case as adjusted as provided in Section 7 and 16, respectively, and Taxes for the preceding year. If Tenant has made estimated payments of Operating Expenses, Electrical Costs or Taxes in excess of the actual amount due, Landlord shall credit Tenant with any overpayment against the next Rent otherwise due, provided, however, if such overpayment occurs within the final year of the Term, then Landlord shall reimburse Tenant in the amount of such overpayment in cash as part of Landlord's reconciliation procedure at the end of the calendar year and such obligation shall survive the expiration or earlier termination of this Lease. If the actual amount due exceeds the estimated payments made by Tenant during the preceding year, Tenant shall pay the difference to Landlord within thirty (30) days and such obligation shall survive the expiration or earlier termination of this Lease.

Tenant shall have the right during the Term, by providing written notice to Landlord (the "Review Notice") within sixty (60) days after receiving Landlord's statement of actual Operating Expenses, to review Landlord's records relating to Operating Expenses for such year. Within a reasonable period of time after receipt of a timely Review Notice, Landlord shall make such records available for Tenant's review at either Landlord's home office or at the office of the property manager for the Building. If Tenant fails to give Landlord written notice stating in reasonable detail any objection to Landlord's statement of actual Operating Expenses within thirty (30) days after such records are made available to Tenant for review then Tenant shall be deemed to have approved Landlord's statement of Operating Expenses for such year and Tenant shall have no further right to object or contest such statement. Upon Landlord's receipt of a timely objection notice from Tenant, Landlord and Tenant shall work together in good faith to resolve the discrepancy between Landlord's statement and Tenant's review. If Landlord and Tenant determine that Operating Expenses for the year in question are less than reported in Landlord's statement, Landlord shall provide Tenant with a credit against future Rent in the amount of any overpayment by Tenant. Likewise, if Landlord and Tenant determine that Operating Expenses for the year in question are greater than reported in Landlord's statement, Tenant shall forthwith pay to Landlord the amount of underpayment by Tenant. Any information obtained by Tenant pursuant to the provisions of this section shall be treated as

confidential and Landlord may require that Tenant execute a confidentiality agreement as a condition of Tenant's review. If Tenant retains an agent to review Landlord's books and records for any year, such agent must (i) be a CPA firm (ii) not be compensated on a contingency basis, and (iii) execute a confidentiality agreement with respect to such review. Tenant shall be solely responsible for all costs incurred by Tenant in connection with such review; provided, however, if Landlord is found to have been in error by a factor which would be in excess of five percent (5%) of the actual Operating Expenses, then Landlord shall pay for the cost of such audit up to \$2,500.00. Notwithstanding anything herein to the contrary, Tenant shall not be permitted to review Landlord's records or to dispute any statement of Operating Expenses if Tenant is in default or if Tenant has not first paid to Landlord the amount due as shown on Landlord's statement of actual Operating Expenses.

## 9. INSURANCE.

(A) Tenant shall maintain the following insurance in force from the date upon which Tenant first enters the Premises and throughout the Term and thereafter for so long as Tenant is in occupancy of any part of the Premises:

(i) Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, covering bodily injury and property damage arising out of the use of the Premises, as well as blanket contractual liability, personal injury and advertising liability;

(ii) Worker's Compensation insurance as required by the state in which the Premises is located covering occupational injuries or disease to all employees of Tenant and to any contractors, subcontractors or other agents used by Tenant for work or other activities on or about the Premises. Such policy shall include Employer's Liability limits of at least \$500,000 each accident, \$500,000 each employee, and \$500,000 disease;

(iii) Business Automobile Liability insurance for all owned (Symbol 1), non-owned (Symbol 9) hired, rented and/or borrowed (Symbol 8) vehicles used by the Tenant, its employees or agents. Such policy shall include a combined single limit of liability of at least \$1,000,000 per claim for bodily injury and property damage;

(iv) Excess or Umbrella Liability insurance with a limit of at least \$5,000,000 providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability (including bodily injury, property damage, personal/advertising injury and blanket contractual liability), Employer's Liability, and Business Auto Liability insurance required in (i), (ii), and (iii) above; and

(v) Property insurance covering "all risk" of physical damage to Tenant's personal property and any property in the care, custody, and control of the Tenant. In addition this policy shall cover any direct or indirect physical damage to all alterations, additions, improvements (including carpeting, floor coverings, paneling, decorations, fixtures and any improvements or betterments to the Premises made by Tenant or by Landlord at Tenant's request or for Tenant's benefit, excluding the Landlord's Work) situated in or about the Premises. Such coverage shall be for the full replacement value of the covered property.

(B) Tenant's Commercial General Liability, Property, and Excess Liability/Umbrella Liability policies shall name Landlord, Landlord's managing agent, and Landlord's mortgagee as Additional Insureds and shall be primary insurance as to any insurance carried by the parties designated as Additional Insureds. All policies purchased and maintained by Tenant to satisfy the requirements in this Lease must be purchased from an insurance company with a minimum rating of "A-VII" or its equivalent from one of the major rating agencies (AM Best, Moodys, Standard & Poors, Fitch) that is admitted or eligible to do business in the state where the Premises is located.

(C) Tenant shall provide Landlord with a certificate of insurance for each policy simultaneously with the delivery of an executed counterpart of this Lease and prior to each renewal of such insurance. Such certificates of insurance shall be on an ACORD Form 27 or ISO Form 2026 or their equivalent, shall certify that such policy has been or shall be issued and that it provides the coverage and limits required above. Tenant shall notify Landlord in writing if Tenant intends to or receives a notice that its insurance company intends to cancel or non-renew such insurance for any reason, or if the required coverage or limits are to be materially changed from the initial requirements in this Lease. Tenant shall notify Landlord within ten (10) business days of receipt of any cancellation or non-renew notice. In the event that Tenant fails to obtain or maintain the insurance required and fails to cure the same within five (5) days after written notice from Landlord or fails to provide the Certificates of Insurance required and fails to cure the same within five (5) days after written notice from Landlord, Landlord may, at its option, obtain such insurance on behalf of Tenant. Tenant shall pay, as Additional Rent upon demand, the reasonable cost of such insurance plus a twenty-five percent (25%) surcharge. Landlord's failure to obtain such coverage on behalf of Tenant shall not limit Tenant's liability in the event of an uncovered loss.

(D) Landlord shall carry or cause to be carried the following insurance: (i) Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, covering bodily injury and property damage arising out of the use of the Premises, as well as blanket contractual liability, personal injury and advertising liability; (ii) Worker's Compensation insurance as required by the state in which the Property is located covering occupational injuries or disease to all employees of Landlord and to any contractors, subcontractors or other agents used by Landlord for work or other activities on or about the Property. Such policy shall include Employer's Liability limits of at least \$500,000 each accident, \$500,000 each employee, and \$500,000 disease; (iii) Business Automobile Liability insurance for all owned (Symbol 7), non-owned (Symbol 9) hired, rented and/or borrowed (Symbol 8) vehicles used by the Landlord, its employees or agents. Such policy shall include a combined single limit of liability of at least \$1,000,000 per claim for bodily injury and property damage; (iv) Excess or Umbrella Liability insurance with a limit of at least \$5,000,000 providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability (including bodily injury, property damage, personal/advertising injury and blanket contractual liability), Employer's Liability, and Business Auto Liability insurance required in (i), (ii), and (iii) above; and (v) Property insurance covering "all risk" of physical damage to the Building and the other improvements on the Property and all of Landlord's personal property and any property in the care, custody, and control of the Landlord, and such coverage shall be for the full replacement value of the covered property. All policies purchased and maintained by Landlord to satisfy the requirements in this Lease must be

purchased from an insurance company with a minimum rating of "A-VII" or its equivalent from one of the major rating agencies (AM Best, Moodys, Standard & Poors, Fitch) that is admitted or eligible to do business in the state where the Property is located. . . Tenant shall not do or permit to be done anything which shall contravene, invalidate, or increase the cost of the Landlord's insurance and shall comply with all reasonable rules, orders, regulations, requirements and recommendations of Landlord or its insurance companies relating to or affecting the condition, use, or occupancy of the Premises. If Tenant does conduct any activity within or about the Premises that results in an increase to the cost of Landlord's insurance, Tenant shall reimburse Landlord for the entire amount of such additional premiums or surcharges on demand.

**10. WAIVER OF SUBROGATION.** Notwithstanding any other language of this Lease to the contrary, Landlord and Tenant each waive their respective rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this Lease to be covered, by insurance. Each party shall obtain an endorsement acknowledging such waiver from its insurance company(s) evidencing compliance with this section.

**11. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deposit with Landlord the amount of the Security Deposit specified in Section 1 of this Lease. Provided that Tenant is not then in default of this Lease, the Security Deposit shall be returned to Tenant without interest within sixty (60) days of the expiration of the Term, further provided that to the extent permitted by applicable law Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. If Tenant defaults under any provision of this Lease, Landlord may, but shall not be obligated to, apply all or any part of the Security Deposit to cure the default. In the event Landlord elects to apply the Security Deposit as provided for above, Tenant shall, within five (5) days after Landlord's demand, restore the Security Deposit to the original amount. Furthermore, if Tenant defaults under this Lease more than two (2) times during any twelve (12) month period, irrespective of whether such default is cured, then, without limiting Landlord's other rights and remedies, Landlord may, in Landlord's sole discretion, modify the amount of the Security Deposit up to 200% of the amount of the Security Deposit specified in Section 1 of this Lease. Within ten (10) days after notice of such modification, Tenant shall submit to Landlord the required additional sums and Tenant's failure to do so shall constitute an Event of Default without further notice or right to cure, and Landlord shall have the right to exercise any remedy provided for in this Lease. Landlord may, at its discretion, commingle the Security Deposit with its other funds. Upon any sale or other conveyance of the Building, Landlord shall transfer the Security Deposit (or any amount of the Security Deposit remaining) to a successor owner, and Tenant agrees to look solely to the successor owner for repayment of the same. The Security Deposit shall not operate as a limitation on any recovery to which Landlord may be entitled.

**12. USE.** The Premises shall be used for the Permitted Use and for no other purposes whatsoever. Tenant shall not do or permit to be done in or about the Premises, Building or Property anything which is prohibited by any ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, now in force or which may hereafter be enacted, including, without limitation, the Americans with Disabilities Act of 1990 and Chapter 469 of the Texas Government Code, as amended (collectively, "Applicable Law"). Tenant shall comply with all Applicable Law in its use of the Premises and common areas of the Property. Except for

Landlord's obligations under this Lease, Tenant shall, at Tenant's sole cost and expense, make any changes necessary to bring the interior, non-structural portions of the Premises into compliance with any Applicable Law. The judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any Applicable Law in the use or occupancy of the Premises, Building or Property shall be conclusive of that fact as between Landlord and Tenant. Tenant shall use and cause all contractors, agents, employees, invitees and visitors of Tenant to use the Premises and any common area of the Property in such a manner as to prevent waste, nuisance and any disruption of other occupants. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry or which is allowed by law. Tenant shall not conduct second or third shift operations within the Premises; however, Tenant may use the Premises after normal business hours, so long as Tenant is not generally conducting business from the Premises after normal business hours. Tenant shall not use any substantial portion of the Premises for a "call center," any other telemarketing use, or any credit processing use. If, because of Tenant's acts or omissions or because Tenant vacates the Premises (except as a result of a casualty, acts or omissions of Landlord or an event of force majeure), the rate of insurance on the Building or its content's increases, then Tenant shall pay to Landlord the amount of such increase within thirty (30) days of written demand.

**13. MAINTENANCE; SERVICES.** Excepting only those obligations for which Landlord is expressly responsible pursuant to this section, Tenant will, throughout the Term and at its sole cost, keep and maintain the interior, non-structural portions of the Premises and all trade fixtures and equipment located therein, including, without limitation, carpeting, wall-covering, doors, plumbing and other fixtures, and any alterations performed for the benefit of the Premises (including Landlord's Work following the stated warranty period on Landlord's Work), clean safe and in good working order, condition and repair and make all necessary repairs and replacements thereto, including, without limitation, replacing all interior broken glass with glass of the same size and quality as that broken and repairing or replacing all systems or portions of systems exclusively serving the Premises including, without limitation, electrical, mechanical, plumbing and heating, ventilating and air conditioning ("HVAC") systems. All repairs and replacements required of Tenant in connection herewith shall be of a quality and class at least equal to the minimum building standards established by Landlord and shall be done in a good and workmanlike manner in compliance with all applicable laws and the terms and conditions of this Lease. If Tenant fails to maintain the Premises in compliance with the terms hereof within thirty (30) days after written notice from Landlord, Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required and Tenant shall reimburse Landlord for the out-of-pocket cost thereof as Additional Rent within thirty (30) days after written notice. If Tenant uses heat generating machines or equipment in the Premises that materially affect the temperature otherwise maintained by the heating, ventilating and air conditioning system and Tenant does not agree to remove such equipment within ten (10) days after receipt of written notice from Landlord, Landlord reserves the right to install supplementary units for the Premises and the out-of-pocket cost thereof, including the cost of installation, operation and maintenance, shall be paid by Tenant to Landlord as Additional Rent within thirty (30) days after written demand. Should Tenant require any additional service not provided by Landlord pursuant to this Lease, including any services furnished outside the Building's normal business hours, Landlord may, but shall not be obligated to, furnish such additional service and

Tenant agrees to pay Landlord's charges therefor, including a reasonable administrative fee, any taxes imposed thereon, and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service, as Additional Rent upon demand.

Landlord shall maintain the roof, foundation, exterior walls, structural portions, elevators, if any, any common areas and electrical, plumbing, mechanical and fire protection systems (except for systems exclusively serving the Premises such as HVAC, dishwashers, etc.) of the Building, the cost of which shall be included as a part of Operating Expenses (subject to the limitations set forth in this Lease), provided that Landlord shall have no obligation to make any repairs unless Landlord has first received written notice of the need for such repairs from Tenant. Notwithstanding the foregoing, subject to Section 10 of this Lease, any damage to the Property occasioned by the negligence or willful act of Tenant or any person claiming under Tenant, or contractors, agents, employees of Tenant or any such person, shall be repaired by and at the sole expense of Tenant, except that Landlord shall have the right, at its sole option, to make such repairs and to charge Tenant for all out-of-pocket costs and expenses incurred in connection therewith as Additional Rent upon demand.

In addition to the foregoing, during normal hours of operation of the Building throughout the Term, Landlord shall provide: (i) reasonable quantities of electricity for the common areas; (ii) electricity for Tenant's normal office use; (iii) building standard window washing; (iv) water for drinking, cleaning and restroom purposes only, and (v) such other services as Landlord reasonably determines are necessary or appropriate. Tenant shall have access to the Building and the Premises on a 24 hours per day, 7 days per week and 365 days per year basis.

Landlord shall use reasonable efforts to restore any service required of it that becomes unavailable. If a material portion of the Premises becomes untenable or inaccessible because of the unavailability of any such service for a period of seven (7) consecutive days following Landlord's receipt from Tenant of a written notice regarding such unavailability, and such unavailability was caused by Landlord's negligence, then Tenant shall be entitled to an abatement of Rent with respect to that portion of the Premises which is rendered untenable for each consecutive day (after such seven (7) day period) that Tenant is so prevented from using the Premises.

**14. SUBLEASE; ASSIGNMENT.** Tenant shall not mortgage, pledge, hypothecate or otherwise encumber its interest in this Lease. Except for a Permitted Transfer (hereinafter defined), Tenant shall not allow the Premises to be occupied, in whole or in part, by any other party and shall neither sublet the Premises, in whole or in part, nor assign this Lease, nor amend any sublease or assignment to which Landlord has consented, without in each case obtaining the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Any sublease or assignment, or amendment to any sublease or assignment, without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an Event of Default. The provisions of this section shall apply to a transfer, by one or more transfers, of all, or substantially all, of the business or assets of Tenant, of a majority of the stock, partnership or membership interests, or other evidences of ownership, of Tenant, and of any shares, voting rights or ownership interests of Tenant which results in a change in the identity of the entity or entities which exercise, or may exercise, effective control of Tenant as if such transfers were an assignment of this Lease. Tenant must

request Landlord's consent to any assignment or sublease at least sixty (60) days prior to the proposed effective date of the assignment or sublease. At the time of its request, Tenant shall provide Landlord in writing: (a) the name and address of the proposed assignee or subtenant, (b) a complete copy of the proposed assignment or sublease, (c) reasonably satisfactory information about the nature, business, and business history of the proposed assignee or subtenant and its proposed use of the Premises, and (d) banking, financial or other credit information about the proposed assignee or subtenant sufficient to enable Landlord to determine its financial condition and operating performance. Landlord shall not unreasonably withhold, condition or delay its consent to Tenant's written request to sublease the Premises or assign this Lease which is made in compliance with the terms and conditions of this section. Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or sublease, Landlord's refusal to consent to any proposed assignment or sublease shall not be unreasonable if: (a) the financial condition or operating performance of the proposed subtenant or assignee, determined in Landlord's reasonable discretion, is less than the greater of the financial condition or operating performance of the Tenant on (i) the date of execution of this Lease or (ii) the date of Tenant's request for Landlord's consent to the proposed assignment or sublease, (b) Tenant is in default under any of the terms, covenants or conditions of this Lease, (c) the proposed use of the Premises may result in: (i) materially increased wear and tear on the Premises, Building or Property or (ii) any material adverse effect on other tenants in the Building or adjacent buildings owned by Landlord, (d) the proposed subtenant or assignee is a governmental agency, (e) Landlord has space available elsewhere in the Building which can accommodate the needs of the proposed subtenant or assignee or the proposed subtenant or assignee is a prospect to whom Landlord has made a proposal for the lease of space within the market area within the prior six (6) months, (f) the proposed assignee or subtenant is a tenant in any building owned by Landlord or any affiliate of Landlord including, without limitation, the Building, (g) the proposed subtenant or assignee would cause Landlord to be in violation of any covenant or restriction contained in another lease or other agreement, (h) Landlord's lender, if any, does not consent to the proposed sublease or assignment.

No subletting or assignment shall release Tenant from Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. Any subtenant shall, at Landlord's election, attorn to Landlord following any early termination of this Lease and any assignee shall be jointly and severally liable for the full performance of all of Tenant's obligations hereunder. Landlord may require, as a condition to granting Landlord's consent with respect to the provisions of this section, that the proposed subtenant or assignee enter into a written agreement with Landlord confirming the obligations of such subtenant or assignee under this Lease. Tenant shall pay, as Additional Rent within thirty (30) days of written demand, all reasonable legal fees incurred by Landlord in connection with each proposed assignment or sublease whether or not Landlord's consent is obtained. If Tenant receives rent or other payments under any sublease in excess of the payments made by Tenant to Landlord under this Lease (as such amounts are adjusted on a per square foot basis if less than all of the Premises is transferred), after deducting therefrom Tenant's reasonable out-of-pocket costs and expenses in making such sublease, then Tenant shall pay Landlord one-half of such excess. Landlord's consent to one assignment or sublease shall not be deemed a waiver of the requirement of Landlord's consent to any subsequent assignment or sublease. In the event Tenant seeks to assign its interest in this Lease (except in the event of a Permitted Transfer), and Landlord does not consent to such proposed assignment, Landlord may

elect to terminate this Lease in its entirety, and the last day of the Term of this Lease shall be the thirtieth (30th) day after Landlord notifies Tenant of Landlord's election to terminate this Lease. In the event Tenant seeks to sublet all or any portion of the Premises (except in the event of a Permitted Transfer) and Landlord does not consent to such proposed sublease, Landlord may elect to terminate this Lease with respect to the portion of the Premises that would be subject to such sublease and the last day of the Term of this Lease for such space shall be the thirtieth (30th) day after Landlord notifies Tenant of Landlord's election to terminate this Lease and, if less than the entire Premises is affected, Landlord shall have the right to perform any alterations to make such space a self-contained rental unit.

Notwithstanding the foregoing and provided Tenant delivers to Landlord prior written notice, Landlord's consent shall not be required and Landlord shall have no right to recapture the Premises, when Tenant is transferring its interest in the Premises pursuant to transactions with an entity into or with which Tenant is merged or consolidated or to which all or substantially all of Tenant's business or assets are transferred or to any entity which controls or is controlled by Tenant or is under common control with Tenant (each, a "Permitted Transfer"), provided that in any of such events (a) Tenant is not then in default under this Lease, and (b) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater of (i) the net worth of Tenant immediately prior to such merger, consolidation or transfer, or (ii) the net worth of Tenant herein named on the date of this Lease.

**15. INDEMNITY; NON-LIABILITY OF LANDLORD.** Except to the extent prohibited by law, and except to the extent caused by the gross negligence or willful misconduct of Landlord or any of Landlord's employees, agents or contractors, as a material part of the consideration for Landlord's execution of this Lease, Tenant shall neither hold nor attempt to hold Landlord or its employees or Landlord's agents or contractors or their employees liable for, Tenant releases Landlord and Landlord's agents, contractors and employees from, and Tenant covenants and agrees that it shall indemnify and defend Landlord for and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (ii) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or contractors, agents, employees, invitees or visitors of Tenant or any such person within the Premises; (iii) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; (iv) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors or any other person entering upon the Property under the express or implied invitation of Tenant; or (v) any matter occurring in the Premises during the Term, **EVEN IF (i) SUCH PENALTIES, DAMAGES, FINES, CAUSES OF ACTION, LIABILITIES, JUDGMENTS, EXPENSES OR CHARGES ARE CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LANDLORD OR LANDLORD'S DIRECTORS, OFFICES, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR INVITEES ("LANDLORD RELATED PARTIES"), OR (ii) LANDLORD OR SUCH OTHER LANDLORD RELATED PARTIES ARE STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE (PROVIDED, THE FOREGOING SHALL NOT REQUIRE TENANT TO INDEMNIFY LANDLORD FOR LANDLORD'S GROSS NEGLIGENCE OR WILLFUL**



**MISCONDUCT OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY LANDLORD RELATED PARTY).** Subject to Section 10 of this Lease, Landlord shall neither hold nor attempt to hold Tenant liable for, Landlord releases Tenant from, and Landlord covenants and agrees that it shall indemnify and defend Tenant for and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any occurrence in or on the Building's common areas to the extent caused by the negligence of Landlord or any Landlord Party.

Landlord, to the fullest extent not prohibited by law, shall not be liable for any damage to Tenant's personal property occasioned (a) by failure to keep the Premises, Building or Property in repair, (b) by or from plumbing, gas, electricity, water, sprinkler, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or the Building, (c) by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, (d) from acts, or neglect of co-tenants or other occupants of the Building or of any owners or occupants of adjacent or contiguous property, or (e) in connection with or incidental to the failure to furnish any such services or the interruption of any services to the Premises, **EVEN IF (i) SUCH DAMAGE, LOSS OR INJURY IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF LANDLORD OR LANDLORD RELATED PARTIES, OR (ii) LANDLORD OR SUCH OTHER LANDLORD RELATED PARTIES ARE STRICTLY LIABLE FOR SUCH DAMAGE, LOSS OR INJURY.** Further, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft or any other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, law of requisition or order of any governmental authority.

Neither Landlord nor Tenant (except Tenant shall remain liable for consequential damages expressly provided for in Section 17 and Section 27 of this Lease) shall be liable in any event for incidental or consequential damages to the other by reason of any default by hereunder, whether or not they are notified that such damages may occur. The term "Landlord", as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, means only the owner or owners at the time in question of the Landlord's interest in the Building, and in the event of any transfer or transfers of title to the Landlord's interest in the Building, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, provided that the transferee assumes in writing all of the Landlord's obligations under this Lease. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises and the Building of which the Premises are a part and the Property. In no event whatsoever shall Landlord or any beneficiary of any trust of which Landlord is a trustee or any of Landlord's officers, directors, partners, managers, members, shareholders, agents, attorneys and employees ever be personally liable hereunder. Additionally, Tenant hereby waives its statutory lien under Section 91.004 of the Texas Property Code. The provisions of this Section shall survive any expiration or termination of this Lease.

**16. UTILITIES.** Tenant shall contract directly with public utility providers for all utilities which are separately metered to the Premises and shall pay such utility providers directly and promptly when due. Other than the cost of electrical power for which Tenant shall pay by the Electrical Costs (as defined below), if any utility is not separately metered to the Premises, the cost of such utility consumed on the Premises, as reasonably determined by Landlord, shall be paid by Tenant as a part of Operating Expenses. Tenant's obligation to pay for utilities provided to the Premises during the Term shall survive the expiration or earlier termination of the Lease. Tenant shall not utilize an alternative provider for a utility service other than the public utility provider servicing the Property unless Tenant shall first obtain the written consent of Landlord. Except as expressly provided in Section 13, Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interruption, or defect in the supply or character of the electric energy furnished to the Premises or Building. To ensure the proper functioning and protection of all utilities, Tenant agrees to abide by all reasonable regulations and requirements which Landlord may prescribe and to allow Landlord and its utility providers access to all electric lines, feeders, risers, wiring, and any other machinery within the Premises at times that such access does not unreasonably interfere with Tenant's use and enjoyment of the Premises.

Tenant shall pay to Landlord Tenant's proportionate share of Electrical Costs. As used herein "Electrical Costs" means the cost of all electricity used by the Property which shall include sales, use, excise or other taxes assessed by governmental authorities on electrical services supplied to the Property. Such amount shall be payable in monthly installments on the Commencement Date and on the first day of each calendar month thereafter. Each installment shall be based on Landlord's best estimate of the amount due for each month. From time to time during any calendar year, Landlord, may estimate or re-estimate the Electrical Costs to be due by Tenant for that calendar year and deliver a copy of the estimate or the re-estimate to Tenant. Thereafter, the monthly installments of the Electrical Costs payable by Tenant shall be appropriately adjusted in accordance with the estimations. If there is less than ninety five percent (95%) occupancy during any period, Landlord may adjust those Electrical Costs that are affected by variations in occupancy levels to the amount of Electrical Costs that would have been incurred had there been ninety five percent (95%) occupancy. Notwithstanding the foregoing, in no event shall Landlord collect from Tenant and all other tenants of the Building and/or Property an amount in excess of one hundred percent (100%) of the actual amount of the Electrical Costs in any calendar year.

**17. HOLDING OVER.** If Tenant or any party claiming by or under Tenant remains in occupancy of the Premises or any part thereof beyond the expiration or earlier termination of this Lease, such holding over shall be without right and a tenancy at sufferance, and Tenant shall be liable to Landlord for any loss or damage incurred by Landlord as a result thereof, including consequential damages. In addition, for each month or any part thereof that such holding over continues, Tenant shall pay to Landlord a monthly fee for the use and occupancy of the Premises equal to one hundred fifty percent (150%) of the Rent payable for the month immediately preceding such hold over, and there shall be no adjustment or abatement for any partial month. The provisions of this section shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other right granted to Landlord hereunder, at law or in equity.

**18. NO RENT DEDUCTION OR SET OFF.** Tenant's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees that any claim by Tenant against Landlord shall not be deducted from Rent nor set off against any claim for Rent in any action. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any remedy provided in this Lease or at law. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

**19. CASUALTY.** If the Premises or any part thereof are damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord. If the Premises or the Building are totally or partially damaged or destroyed by fire or other casualty, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Rent shall be abated for that part of the Premises that Tenant is unable to use without substantial interference and is not occupied while repairs are being made, based on the ratio that the amount of unusable rentable area bears to the total rentable area of the Premises. Landlord shall bear the costs and expenses of repairing and restoring the Premises and the Building, provided, however, that Landlord shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration nor shall Landlord be obligated to repair or restore, or to pay for the repair or restoration of, any furnishings, equipment or personal property belonging to Tenant or any alterations, additions, or improvements (including carpeting, floor coverings, paneling, decorations, fixtures) made to the Premises or Building by Tenant or by Landlord at Tenant's request or for Tenant's benefit. It shall be Tenant's sole responsibility to repair and restore all such items.

Notwithstanding the foregoing, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if Landlord reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if Landlord reasonably believes that there shall be less than two (2) years remaining in the Term (exclusive of any extension options) upon the substantial completion of such repairs and restoration, or (d) if any mortgagee or lender fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within one hundred eighty (180) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all Rent payable hereunder shall be apportioned and paid to the date of termination.

Notwithstanding anything to the contrary in this section, in the event Landlord elects or is required to repair and restore the Premises, and such repair has not commenced within ninety (90) days after the date of casualty, or been substantially completed within one hundred eighty (180) days following the date repair was commenced, Tenant shall have the right to terminate the

Lease by providing written notice to Landlord, such termination to be effective thirty (30) days after notice from Tenant is received by Landlord, unless Landlord substantially completes the repairs within such thirty (30) day period.

All time periods provided in this Section for Landlord's performance shall be subject to extension on account of delays in effectuating a satisfactory settlement with any insurance company involved and events beyond Landlord's reasonable control. In the event of any damage or destruction to the Building or Premises, it shall be Tenant's responsibility to secure the Premises and, upon notice from Landlord, to remove forthwith, at its sole cost and expense, property belonging to Tenant or its licensees from such portion of the Premises as Landlord shall request.

**20. SUBORDINATION; ESTOPPEL LETTERS.** This Lease is expressly subordinate to any current or future mortgage or mortgages placed on the Property and to all other documents executed in connection with any such mortgage. Tenant agrees not to pay rent more than thirty (30) days in advance and to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage. Tenant agrees that from time to time it shall deliver to Landlord or Landlord's mortgagee or designee within fifteen (15) days of the date of Landlord's or Landlord's mortgagees or such other designee's request, a statement, in writing, certifying as of the date thereof (i) that this Lease is unmodified and in full force and effect, if this is so, or if there have been modifications, that the Lease, as modified, is in full force and effect; (ii) the dates to which Rent and other charges have been paid; (iii) that to Tenant's actual knowledge, Landlord is not in default under any provisions of this Lease or, if in default, the nature thereof in detail; (iv) the subordination of this Lease to any current or future mortgage or mortgages placed on the Property by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage; and (v) such other true factual statements as Landlord or Landlord's mortgagee or designee may reasonably require. Tenant's failure to execute and deliver such statements within the time required shall, at Landlord's election, be conclusive upon Tenant that (a) this Lease is in full force and effect and has not been modified except as represented by Landlord; (b) that Landlord is not in default under any provisions of this Lease and that Tenant has no right of offset, counterclaim or deduction against Rent; and (c) not more than one month's Rent has been paid in advance.

Upon Tenant's request, Landlord agrees to use reasonable efforts to have any mortgagee of the Property enter into its usual nondisturbance agreement with Tenant provided that Tenant is not then in default under this Lease and agrees to pay any charges or fees (including reasonable attorneys' fees) which may be required by such mortgagee in order to obtain such agreement.

**21. ALTERATIONS; RESTORATION.**

(A) Tenant will not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided however, Tenant shall have the right, without Landlord's prior consent, but with thirty (30) days prior written notice, to perform interior, non-structural Alterations that do not affect the operating or life safety systems of the Building and that cost less than \$25,000.00 each calendar year.

Notwithstanding the foregoing, such consent may be withheld in Landlord's sole discretion with respect to Alterations that (i) are visible from outside the Premises or (ii) may affect the structure of the Building or the Building's operating or life safety systems. Simultaneously with Tenant's request for Landlord's consent to any Alteration pursuant to this Section, Tenant may request that Landlord state in writing whether Tenant will need to remove the Alteration at issue upon the expiration or earlier termination of the Term and, provided that such Alteration is performed in a manner consistent with the conditions of Landlord's consent, if any, such statement shall be binding on Landlord and Tenant. All Alterations (i) must comply with all applicable laws, (ii) must be compatible with the Building and its mechanical, electrical, heating, ventilating, air-conditioning and life safety systems; (iii) must not interfere with the use and occupancy of any other portion of the Building by any other tenant or their invitees; and (iv) must not affect the integrity of the structural portions of the Building. In addition, Landlord may impose as a condition to such consent such additional requirements as Landlord in its sole discretion deems necessary or desirable, including, without limitation: (a) Tenant's submission to Landlord, for Landlord's prior written approval, of all plans and specifications relating to the Alterations; (b) Landlord's prior written approval of the time or times when the Alterations are to be performed; (c) Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; (d) Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; (e) Tenant's delivery to Landlord of such bonds and insurance as Landlord customarily requires; (f) Tenant's payment to Landlord of a commercially reasonable fee for Landlord's supervision of any Alterations; (g) Tenant's and Tenant's contractor's compliance with such construction rules and regulations and building standards as Landlord promulgates from time to time; and (h) Tenant's delivery to Landlord of "as built" drawings of the Alterations in such form or medium as Landlord may require. All direct and indirect costs relating to any modifications, alterations or improvements of Building, whether outside or inside of the Premises, required by any governmental agency or by law as a condition or as the result of any Alteration requested or effected by Tenant shall be borne by Tenant. Landlord may elect to perform such modifications, alterations or improvements (at Tenant's sole cost and expense) or require such performance directly by Tenant. Tenant shall not permit any mechanic's lien or other liens to be placed upon the Premises or the Building as a result of any materials, services or labor ordered by or provided to Tenant or any of Tenant's agents, officers, or employees. Without waiving any other rights or remedies under this Lease, in the event Tenant does not bond around or remove any lien within fifteen (15) days after written notice of such lien, Landlord may bond or insure or otherwise discharge any such lien and Tenant shall reimburse Landlord for any amount paid by Landlord in connection therewith as Additional Rent within thirty (30) days after written demand. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Building or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Landlord in the Building or the Premises.

(B) Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises in good working order and condition. Except for Landlord's Work, Tenant shall

remove any and all Alterations as required by Landlord to be removed as set forth above, trade fixtures, equipment, data/telecommunications cabling and wiring installed by or on behalf of Tenant and furniture from the Premises and Tenant shall fully repair any damage, including any structural damage, occasioned by the removal of the same, ordinary wear and tear excepted. Notwithstanding the foregoing, Landlord may require that Tenant not remove any or all Alterations and any such Alteration or Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title thereto shall pass to Landlord under this Lease as by a bill of sale. At Landlord's election, all Alterations, trade fixtures, equipment, wire and cable, furniture, fixtures, other personal property not removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant shall pay Landlord all reasonable expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or the Premises caused by removal of such property, and shall hold Landlord harmless from loss, liability, or expense arising from the claims of third parties such as Tenant's lenders whose loans are secured by such property. Tenant's obligations under this section shall survive the end of this Lease.

## **22. DEFAULT; REMEDIES.**

(A) In addition to any other acts or omissions designated in this Lease as Events of Default, each of the following shall constitute an Event of Default by Tenant hereunder: (i) the failure to make any payment of Rent or any installment thereof or to pay any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and the continuance of such failure for more than five (5) days following written notice from Landlord to Tenant; provided, however, if, on two (2) occasions during any consecutive twelve (12) month period during the Term, Tenant fails to pay any installment of Rent when due but does pay the same within five (5) days after notice of such failure, then Tenant's subsequent failure to pay any installment of Rent when due during said twelve (12) month period shall constitute an Event of Default hereunder without the need for notice or grace period; (ii) the use or occupancy of the Premises for any purpose other than the Permitted Use without Landlord's prior written consent or the conduct of any activity in the Premises which constitutes a violation of law and the continuance of such failure for more than five (5) days following written notice from Landlord to Tenant; (iii) if the interest of Tenant or any part thereof under this Lease shall be levied on under execution or other legal process and said interest shall not have been cleared by said levy or execution within thirty (30) days from the date thereof; (iv) if any voluntary or involuntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by or against Tenant or any guarantor of the Lease or if a receiver shall be appointed for Tenant or any guarantor or any of the property of Tenant or guarantor which is not released within sixty (60) days from the date thereof; (v) if Tenant or any guarantor of the Lease shall make an assignment for the benefit of creditors or if Tenant shall admit in writing its inability to meet Tenant's debts as they mature; (vi) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or mutually agreed to in writing by the parties and the continuance of such failure for more than five (5) days following written notice from Landlord to Tenant; (vii) if Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within fifteen (15) days; (viii) if Tenant

shall abandon or vacate the Premises during the Term without payment of Rent; (ix) if Tenant shall fail to execute and deliver an estoppel certificate or subordination agreement as required hereunder and the continuance of such failure for more than five (5) days following a second written notice from Landlord to Tenant; or (x) the failure to observe or perform any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and which Tenant has not corrected within twenty (20) days after written notice thereof to Tenant; provided, however, that if (x) Tenant cannot through commercially reasonable efforts correct such failure within said twenty (20) day period, and (y) Tenant has provided Landlord with written documentation detailing the steps taken to correct the failure prior to the twentieth (20<sup>th</sup>) day of said period, then Tenant shall have such longer period as is reasonably required to correct any such default not to exceed thirty (30) additional days; provided, however, that if said failure involves the creation of a condition which, in Landlord's reasonable judgment, is dangerous or hazardous, Tenant shall be required to commence such cure within 24 hours.

(B) Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, with or without notice or demand of any kind to Tenant or any other person, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein (subject to the limitations set forth in this Lease), and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law:

(i) Landlord may terminate this Lease, repossess and re-let the Premises, in which case Landlord shall be entitled to recover as damages (in addition to any other sums or damages for which Tenant may be liable to Landlord) a lump sum equal to the amount by which the present value of the excess Rent remaining to be paid by Tenant for the balance of the Term of the Lease exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided, subject to the provisions of subsection (F) below. For the purpose of determining present value, Landlord and Tenant agree that the interest rate shall be the rate applicable to the then-current yield on obligations of the U.S. Treasury having a maturity date on or about the Expiration Date. Should the fair market rental value of the Premises for the balance of the Term (after deduction of all anticipated expenses of reletting) exceed the value of the Rent to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to or otherwise credit Tenant for any such excess amount;

(ii) Landlord may, without terminating the Lease, terminate Tenant's right of possession, repossess the Premises including, without limitation, removing all or any part of Tenant's personal property in the Premises and to place such personal property in storage or a public warehouse at the expense and risk of Tenant, and relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. Tenant shall pay to Landlord as damages a sum equal to all Rent under this Lease for the balance of the Term unless and until the Premises are relet. If the Premises are relet, Tenant shall be responsible within ten (10) days after written demand to pay Landlord the amount of any deficiency between the Rent as relet and the Rent due and owing each month as it accrues, together with all out-of-pocket costs and expenses of reletting, and the cost of all reasonable decoration, repairs, remodeling, alterations, additions and collection of the rent accruing therefrom. Tenant shall not be entitled to any rents received by Landlord in excess of the rent provided for in this Lease. No re-entry or taking possession of the Lease Premises by Landlord shall be construed as an election

to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any default, and in addition to the other remedies it may have, recover as damages (in addition to any other sums or damages for which Tenant may be liable to Landlord) a lump sum equal to the amount by which the present value of the excess Rent remaining to be paid by Tenant for the balance of the Term of the Lease exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided, subject to the provisions of subsection (F) below. In the event Landlord repossesses the Premises as provided above, Landlord may remove all persons and property from the Premises and store any such property at the cost of Tenant, without liability for damage; and

(iii) To the greatest extent allowed by applicable law, Landlord or Landlord's agents and employees may immediately or at any time thereafter re-enter the Premises, or any part thereof, peaceably but using such reasonable force as may be required, and without judicial process, or by any suitable action or proceeding at law, and may repossess the Premises, and may expel or remove any persons, fixtures or chattels therefrom, to the end that Landlord may have, hold and enjoy the Premises. If Landlord terminates Tenant's possession of the Premises under this subsection (i) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Premises, (ii) Tenant shall have no further right to possession of the Premises and (iii) Landlord will have the right to relet the Premises or any part thereof on such terms as Landlord deems advisable, taking into account the factors described in subsection (F) below. In the event of any such retaking of possession of Premises by Landlord, Tenant shall remove all personal property located thereon and upon failure to do so upon demand of Landlord, Landlord may in addition to any other remedies allowed by law, remove and store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of Tenant. If Tenant shall fail to pay all sums due hereunder together with the cost of storing any such property within thirty (30) days after it has been stored, Landlord may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first, to the cost of such sale; second, to the payment of the charges and expenses for reentry, removal and storage; third, to the payment of any other sums of money that may be due from Tenant to Landlord under the terms of this Lease; and the balance, if any, to Tenant. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of Premises or removing and storing or selling the property of Tenant as herein provided, and will indemnify, defend and save Landlord harmless from loss, costs or damages to Tenant occasioned thereby, and no such re-entry shall be considered or construed to be a forcible entry. RE-ENTRY OR TAKING POSSESSION OF SAID PREMISES BY LANDLORD SHALL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(iv) Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant hereunder, make any payment or perform such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be payable to Landlord as Additional Rent within thirty (30) days after written demand and Tenant covenants to pay such sums.



(C) Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(D) Tenant shall promptly pay upon notice, as Additional Rent, all reasonable costs, charges and expenses incurred by Landlord (including, without limitation, reasonable fees and out-of-pocket expenses of legal counsel, collection agents, and other third parties retained by Landlord) together with interest thereon at the rate set forth in Section 5 of this Lease, in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, or preserving any rights or remedies of Landlord; and Tenant shall pay all reasonable attorneys' fees and expenses arising out of any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

(E) No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by either party shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of Rent shall not waive or affect said notice, suit or judgment. Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. Tenant expressly waives the service of any statutory demand or notice which is a prerequisite to Landlord's commencement of eviction proceedings against Tenant, including the demands and notices specified in any federal, state or local laws and ordinances.

(F) With respect to the laws of the State of Texas which require that Landlord use reasonable efforts to relet the Premises, it is understood and agreed that:

(i) Landlord may elect to lease other comparable, available space in the Building, if any, before reletting the Premises.

(ii) Landlord may decline to incur out-of-pocket costs to relet the Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant.

(iii) Landlord may decline to relet the Premises at rental rates below then prevailing market rental rates, because of the negative impact lower rental rates would have on the value of the Building and because of the uncertainty of actually receiving from Tenant the greater damages that Landlord would suffer from and after reletting at the lower rates.

(iv) Before reletting the Premises to a prospective tenant, Landlord may require the prospective tenant to demonstrate the same financial wherewithal that Landlord would require as a condition to leasing other space in the Building to the prospective tenant.

(v) Identifying a prospective tenant to relet the Premises, negotiating a new lease with such tenant and making the Premises ready for such tenant will take time, depending upon market conditions when the Premises first become available for reletting, and during such time Landlord cannot reasonably be expected to collect any revenue from reletting.

(vi) Listing the Premises with a broker in a manner consistent with parts (i) through (v) above constitutes reasonable efforts on the part of Landlord to relet the Premises.

(G) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**23. NOTICES.** All notices permitted or required hereunder shall be in writing and (i) delivered personally, (ii) sent by U.S. certified mail, postage prepaid, with return receipt requested, or (iii) sent overnight by nationally recognized overnight courier and sent to the respective parties at the Notice Addresses provided in Section 1 of this Lease. If sent by U.S. certified mail, such notice shall be considered received by the addressee on the second (2nd) business day after posting. If sent by nationally recognized overnight courier, such notice shall be considered received by the addressee on the first (1st) business day after deposit with the courier. Notices may be given by an agent on behalf of Landlord or Tenant.

**24. EMINENT DOMAIN.** If during the Term (a) the whole of the Premises or the Building shall be taken by any governmental or other authority having powers of eminent domain or conveyed to such entity under threat of the exercise of such power or (b) any part of the Premises or the Building shall be so taken or conveyed and as a result, the remainder of the Premises or the Building has been rendered impractical, in Landlord or Tenant's judgment, for the operation of Landlord's rental activities on the Property and Tenant's operations in the Premises, this Lease shall terminate on the date of the taking or conveyance, and rent shall be apportioned to the date thereof. Any election by either party to terminate this Lease in accordance with this Section shall be evidenced by a written notice of termination delivered to the other party within thirty (30) days after the date physical possession of the Premises is taken by the condemning authority. Tenant shall have no right to any apportionment of or any share in, and hereby assigns to Landlord any interest in, any condemnation award or judgment for damages made for the taking or conveyance of any part of the Premises or the Building; provided, however, Landlord shall have no interest in any separate award made to Tenant for Tenant's moving and relocation expenses, or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant (and Tenant may seek awards for such items).

**25. QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease and provided that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease and is not in default beyond any applicable notice and cure period, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord or anyone claiming by, through or under Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

**26. RULES AND REGULATIONS.** Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit C and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make so long as Landlord provides Tenant with reasonable notice of any proposed changes or amendments to such rules and regulations. Landlord agrees to enforce the rules and regulations uniformly against all tenants of the Property. Landlord shall not be liable, however, for any violation of said rules and regulations by other tenants or occupants of the Building or Property. In the event there is any discrepancy between the rules and regulations and the terms of this Lease, the terms of this Lease shall control.

**27. ENVIRONMENTAL.** "Environmental Laws" shall mean all federal, state and local laws (including, without limitation, case and common law), statutes, regulations, rules, ordinances, guidance, permits, licenses, grants, orders, decrees and judgments relating to the environment, human health and safety. "Hazardous Substances" shall mean all explosive materials, radioactive materials, hazardous or toxic materials, wastes, chemicals or substances, petroleum, petroleum by-products and petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, radon, lead, polychlorinated biphenyls, mold, urea-formaldehyde, and all materials, wastes, chemicals and substances that are regulated by any Environmental Law. Tenant shall not (i) manufacture, generate, utilize, store, handle, treat, process, or release any Hazardous Substances at, in, under, from or on the Premises or Property in violation of any applicable Environmental Laws or (ii) suffer or permit to occur any violation of Environmental Laws with respect to the Premises or Property caused by Tenant or Tenant's employees, agents or contractors. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost) and hold harmless Landlord and its partners, managers, members, officers, directors, employees, agents, successors, grantees, assigns and mortgagees from any and all claims, demands, liabilities, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature, including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity, natural resource damages, damages arising from any adverse impact on leasing space on the Premises or Property, and sums paid in settlement of claims and for attorney's fees, consultant's fees and expert's fees that may arise during or after the Term or any extension of the Term in connection with any breach by Tenant of the covenants contained in this section, the presence, release or threatened release of Hazardous Substances at, in, under, from, to or on the Premises or Property caused by Tenant or Tenant's employees, agents or contractors,, or any violation or alleged violation of any Environmental Laws caused by Tenant or Tenant's employees, agents or contractors. For purposes of this section, the term "costs" includes, without

limitation, costs, expenses and consultant's fees, expert's fees and attorney's fees incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, monitoring or maintenance work. This covenant of indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, the prohibition contained herein shall not apply to ordinary office products that may contain de minimis quantities of Hazardous Substances, provided such products are used in compliance with Environmental Laws; however, Tenant's indemnification obligations are not diminished with respect to the presence of such products. Each party shall immediately notify the other of any Release or threatened Release at, in, under, from, to or on the Premises or Property.

Landlord has provided to Tenant that certain Phase I Environmental Assessment prepared by IVI Assessment Services, Inc. and dated May 8, 2014 regarding the Premises (the "Phase I Report") and Landlord represents and warrants that, to Landlord's actual knowledge, as of the date of this Lease, there are no environmental conditions with respect to the Premises in violation of Environmental Laws other than as may be set forth in such Phase I Report as subsequently updated immediately upon Lease execution ("Known Conditions"). Landlord agrees to release, defend, indemnify and hold harmless Tenant from any and all claims, demands, liabilities, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature under this section for any Hazardous Substances released on the Premises or Property prior to the Term of this Lease as a result of the Known Conditions related to the actions of Landlord, Landlord's employees, agents or contractors. In no case shall Landlord seek to hold Tenant liable for the release of Hazardous Substances as a result of the Known Conditions during any period of time in which Tenant was not in possession of the Premises or which was not caused by Tenant or Tenant's customers, employees, agents or contractors.

**28. FINANCIAL STATEMENTS.** From time to time, but not more often than twice each year, Tenant shall furnish Landlord within thirty (30) days of such request copies of financial statements showing Tenant's current financial condition and the results of the previous year's operations which shall be certified as true and correct by the chief financial officer, or other responsible officer, of Tenant. Notwithstanding the foregoing, so long as Tenant is a public company, Tenant shall not be obligated to furnish such financial statements to Landlord. Landlord shall keep such statements in confidence and shall show same only to the mortgagee, prospective mortgagee or potential buyer of the building in which the Premises are located.

**29. BROKERS.** Landlord utilized the services of CB Richard Ellis (the "Listing Broker") and Tenant utilized the services of Endura Advisory Group (the "Non-Listing Broker") in connection with this Lease. Landlord represents to Tenant that Landlord did not involve any other brokers in procuring this Lease. Tenant represents to Landlord that Tenant did not involve any other brokers in procuring this Lease. Landlord shall pay a commission to the Non-Listing Broker and the Listing Broker as is agreed to by the parties per a separate agreement. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any commissions, liability, loss, cost, damage or expense (including reasonable attorneys' fees) that may be asserted against or incurred by Landlord by any broker, including the Listing Broker and Non-Listing Broker as a result of any misrepresentation by Tenant hereunder. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any commissions, liability, loss, cost, damage or expense (including reasonable attorneys' fees) that may be asserted against or

incurred by Tenant by any broker including the Listing Broker and Non-Listing Broker as a result of any misrepresentation by Landlord hereunder.

**30. DETERMINATION OF CHARGES.** Landlord and Tenant agree that each provision of this Lease for determining charges and amounts payable by Tenant (including provisions regarding Additional Rent) is commercially reasonable and, as to each such charge or amount, constitutes a statement of the amount of the charge or a method by which the charge is to be computed for purposes of Section 93.012 of the Texas Property Code.

**31. WAIVER OF CONSUMER RIGHTS.** Tenant hereby waives all its rights under the Texas Deceptive Trade Practices - Consumer Protection Act, Section 17.41 *et seq.* of the Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Tenant's own selection, Tenant voluntarily adopts this waiver.

**32. MISCELLANEOUS.**

(A) Time is of the essence of this Lease and each of its provisions.

(B) This Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective heirs, executors, successors, administrators and assigns of all parties to this Lease; provided, however, that except in the event of a Permitted Transfer, this Lease shall not inure to the benefit of any assignee, heir, administrator, devisee, legal representative, successor, transferee or successor of Tenant except upon the prior written consent of Landlord.

(C) This Lease contains the entire agreement of the parties, all other and prior representations, negotiations and agreements having been merged herein and extinguished hereby. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party hereto unless in writing signed by both parties.

(D) The captions of sections and subsections of this Lease are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections or subsections.

(E) Interpretation of this Lease shall be governed by the laws of the state or commonwealth in which the Premises is located, without regard to conflict of laws. Landlord and Tenant irrevocably submit to the nonexclusive jurisdiction of the courts of said state or commonwealth and agrees that all suits, actions, claims or proceedings may be heard and determined in such courts.

(F) This Lease is and shall be deemed and construed to be the joint and collective work product of Landlord and Tenant and, as such, this Lease shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

(G) In the event that either party thereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure labor, inability to procure materials or equipment or reasonable substitutes

therefore, failure of power, fire or other casualty, restrictive government laws or regulations, judicial orders, enemy or hostile government actions, riots, insurrection or other civil commotions, war or other reason of a like nature not at the fault of the party delayed in performing any act as required under the terms of this Lease ("Force Majeure"), then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required under the terms of this Lease. In order to claim a delay pursuant to this Section, the party claiming such delay must deliver written notice to the other party of the occurrence of the delay within fifteen (15) days after the final day of the continuance of such delay.

(H) Tenant shall reimburse Landlord as Additional Rent on demand for all reasonable out-of-pocket expenses, including without limitation legal, engineering or other professional services or expenses incurred by Landlord in connection with any requests by Tenant for consents or approvals hereunder.

(I) A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

(J) If more than one person or entity shall ever be Tenant, the liability of each such person and entity shall be joint and several.

(K) Tenant represents and warrants that, each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter into this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

Landlord represents and warrants that, each individual executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease and that Landlord is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter into this Lease, and that all corporate or partnership action requisite to authorize Landlord to enter into this Lease has been duly taken.

(L) The submission of this Lease to Tenant is not an offer to lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord shall not be bound to Tenant until Tenant has duly executed and delivered an original Lease to Landlord and Landlord has duly executed and delivered an original Lease to Tenant. Notwithstanding the

Commencement Date or Commencement Date contemplated in Section 1 hereof, this Lease shall take effect and be binding upon the parties hereto as of its execution and delivery.

(M) This Lease may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature to this Lease transmitted via facsimile (or other electronic means) shall be deemed an original signature and be binding upon the parties hereto.

(N) Tenant represents and warrants to Landlord that neither Tenant nor any of Tenant's members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(O) In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach thereof, the prevailing party shall be entitled to recover from the other party as a part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered

**33. PARKING.** Tenant shall be entitled to the non-exclusive use, on a first come-first serve basis, of no more than four (4) parking spaces per 1,000 rentable square feet of the Premises and the exclusive use of four (4) reserved parking spaces in parking areas designated by Landlord as shown on the plan attached as Exhibit A-1, at a rate of Fifty Dollars (\$50.00) per month for each reserved space (the "Parking Fee"). Landlord shall not be obligated to enforce parking limits. Tenant shall not use any parking space designated by Landlord as visitor parking or as exclusive to other parties. If Tenant uses parking in excess of that provided for herein, and if such excess use occurs on a regular basis, and if Tenant fails, after written notice from Landlord of any one violation, to reduce its excess use of the parking areas, then such excess use shall constitute an Event of Default under this Lease without further notice or opportunity to cure such Event of Default.

**34. SIGNAGE.** Subject to Landlord's review and approval (such approval not to be unreasonably withheld, conditioned or delayed), Tenant, at Tenant's expense, shall be entitled to Building standard suite entry and directory signage. Landlord may specify that the design of such signage be similar to, or consistent with, the design and location of other signs identifying tenants in the Building. Such signage shall be subject to all applicable laws and ordinances. Upon termination of this Lease, Tenant shall remove such signage and repair any damage caused thereby.

**35. INTENTIONALLY DELETED.**

**36. CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, each of which Landlord may exercise without notice or liability to Tenant, and the

exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to enter the Premises for the purposes of examining the same or to make repairs or alterations or to provide any service; (b) outside of the Premises, to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, parking areas and any other common areas, (c) to change the name or street address of the Building or the suite number of the Premises; (d) to install, affix and maintain any and all signs on the exterior or interior of the Building (but outside of the Premises); (e) outside of the Premises, to make repairs, decorations, alterations, additions or improvements, whether structural or otherwise, in, about and to the Building or common areas and for such purposes temporarily close doors, corridors and other areas of the Building and interrupt or temporarily suspend services or use of common areas; (f) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (g) subject to Tenant's rights under this Lease, to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (h) to show the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (i) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building; (j) to approve the weight, size and location of safes or other heavy equipment or other articles which may be located in the Premises and to determine the time and manner in which such articles may be moved in, about or out of the Building or Premises; and (k) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, marketing or preservation of the Premises or Building. The reduction or elimination of Tenant's light, air or view shall not affect Tenant's liability under this Lease, nor shall it create any liability of Landlord to Tenant. Landlord shall exercise its right to access the Premises with reasonable advance notice, except in the case of emergency, and to minimize to the extent practicable any disruption to the operation of Tenant's business.

**37. LEASE COMMENCEMENT/ACCEPTANCE OF PREMISES.** At Landlord's request, Landlord and Tenant shall enter into a commencement letter agreement (the "Commencement Letter") in form substantially similar to that attached hereto as Exhibit D. Tenant's failure to execute and return the Commencement Letter, or to provide written objection to the statements contained in the Commencement Letter, within thirty (30) days shall be deemed an approval by Tenant of the statements contained therein.

**38. WAIVER OF RIGHT TO JURY TRIAL.** LANDLORD AND TENANT WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES OR BUILDING (INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAWS, STATUTES, REGULATIONS, CODES OR ORDINANCES).

**39. RECORDING.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording purposes.



**40. TAX PROTEST.** Section 41.413 of the Texas Property Tax Code may give Tenant the right to protest before the appropriate appraisal review board a determination of the appraised value of the Land and/or the Building if Landlord does not so protest and requires Landlord to deliver to Tenant a notice of any determination of the appraised value of the property. Tenant acknowledges that the Building is a multi-tenant facility, that any filing of a protest of appraised value by Tenant will give the appraisal district discretion to increase or decrease the appraised value, that an increase in the appraised value will affect Landlord and the other tenants of the Building, and that an increase in the appraised value may increase the taxes not only for the year in question but for future years, potentially beyond expiration of the Term. Accordingly, to the extent permitted by applicable law, Tenant hereby waives the provisions of §41.413 of the Texas Tax Code (or any successor thereto). In the alternative, if §41.413 of the Texas Tax Code may not be waived, Tenant agrees not to protest any valuation unless Tenant notifies Landlord in writing of Tenant's intent so to protest and Landlord fails to protest the valuation within fifteen (15) days after Landlord receives Tenant's written notice. If Tenant files a protest without giving the written notice required by the preceding sentence, such filing shall be an event of default under this Lease without the necessity of any notice from Landlord. Furthermore, if Tenant exercises the right of protest granted by §41.413 of the Texas Tax Code, Tenant shall be solely responsible for, and shall pay, all costs of such protest. If as a result of any protest filed by Tenant, the appraised value of the Land or Building is increased by the appraisal board, Tenant shall be solely responsible for, and shall pay upon demand by Landlord, all taxes (not only Tenant's percentage share thereof) assessed against the Land and/or the Building in excess of the taxes which would have been payable in the absence of the protest. Tenant shall continue to pay such excess taxes until the determination of appraised value of the Land and Building is changed by the appraisal review board, ***regardless of whether the increased taxes are incurred during the Lease Term or thereafter.*** Landlord agrees, upon request by Tenant, to provide to Tenant a copy of the determination of appraised value for any year. The payment obligations of Tenant under this Section shall survive the expiration or other termination of this Lease.

[signatures on following page]

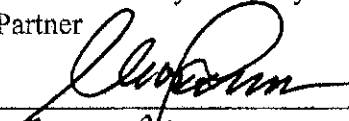
IN WITNESS WHEREOF, the parties hereto have executed this Lease.

**LANDLORD:**

**BROOKWOOD STONE OAK INVESTORS, LLC,**  
a Delaware limited liability company

By: Brookwood U.S. Real Estate Aggregator, L.P.  
a Delaware limited partnership  
its sole member

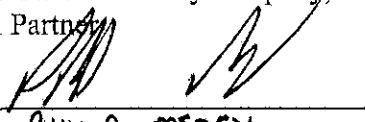
By: Brookwood U.S. Real Estate Fund GP, LLC  
a Delaware limited liability company  
its General Partner

By:   
Name: Thomas Brown  
Title: MANAGER

**TENANT:**

**SOUTHCROSS ENERGY PARTNERS, L.P.,**  
a Delaware limited partnership

By: Southcross Energy Partners GP, LLC,  
a Delaware limited liability company,  
its General Partner

By:   
Name: PHILLIP MEZEY  
Title: EXEC. VP

## Lease Ledger

Date	Description	Unit	Charge	Payment	Balance
10/1/2018	brof - Base Rent- Office (10/2018)	350	17,134.10		17,134.10
10/1/2018	brof - Base Rent- Office (10/2018)	350	3,360.50		20,494.60
10/1/2018	brof - Base Rent- Office (10/2018)	350	1,916.19		22,410.79
10/1/2018	camr - Common Area Reimbursement (10/2018)	350	3,709.00		26,119.79
10/1/2018	retx - RE Tax Reimbursement (10/2018)	350	5,551.00		31,670.79
10/1/2018	Chk# ACH-100118 Oct 2018 Rent			31,670.79	0
10/15/2018	4/30/18 Emergency Carpet Cleaning	350	386.45		386.45
10/15/2018	Admin Fee 15%	350	53.55		440
11/1/2018	brof - Base Rent- Office (11/2018)	350	17,134.10		17,574.10
11/1/2018	brof - Base Rent- Office (11/2018)	350	3,360.50		20,934.60
11/1/2018	brof - Base Rent- Office (11/2018)	350	1,916.19		22,850.79
11/1/2018	camr - Common Area Reimbursement (11/2018)	350	3,709.00		26,559.79
11/1/2018	retx - RE Tax Reimbursement (11/2018)	350	5,551.00		32,110.79
11/1/2018	Chk# ACH-110118 Nov 2018 Rent			32,110.79	0
11/16/2018	10/24/18 Suite 340-Southcross- Emergency clean up toilet leak	350	194.85		194.85
11/16/2018	Admin Fee	350	27		221.85
11/16/2018	10/26/18 Suite 340-Southcross- Emergency Carpet Cleaning	350	193.78		415.63
11/16/2018	Admin Fee	350	26.85		442.48
11/16/2018	10/31/18 Southcross-used sink machine cable to clear floor drains	350	303.1		745.58
11/16/2018	Admin Fee	350	42		787.58
12/1/2018	brof - Base Rent- Office (12/2018)	350	17,134.10		17,921.68
12/1/2018	brof - Base Rent- Office (12/2018)	350	3,360.50		21,282.18
12/1/2018	brof - Base Rent- Office (12/2018)	350	1,916.19		23,198.37
12/1/2018	camr - Common Area Reimbursement (12/2018)	350	3,709.00		26,907.37
12/1/2018	retx - RE Tax Reimbursement (12/2018)	350	5,551.00		32,458.37
12/4/2018	Chk# ACH-120418 Dec 2018 Rent			32,458.37	0
1/1/2019	brof - Base Rent- Office (01/2019)	350	17,134.10		17,134.10
1/1/2019	brof - Base Rent- Office (01/2019)	350	3,360.50		20,494.60
1/1/2019	brof - Base Rent- Office (01/2019)	350	1,916.19		22,410.79
1/1/2019	camr - Common Area Reimbursement (01/2019)	350	3,587.07		25,997.86
1/1/2019	retx - RE Tax Reimbursement (01/2019)	350	5,618.05		31,615.91
1/3/2019	Chk# ACH-010319 Jan 2019 Rent			31,615.91	0
1/14/2019	12/20/18 Suite 350-Miner Back Door -Hardware Install	350	173.2		173.2
1/14/2019	Admin Fee 15%	350	24		197.2
2/1/2019	brof - Base Rent- Office (02/2019)	350	17,134.10		17,331.30
2/1/2019	brof - Base Rent- Office (02/2019)	350	3,360.50		20,691.80
2/1/2019	brof - Base Rent- Office (02/2019)	350	1,916.19		22,607.99
2/1/2019	camr - Common Area Reimbursement (02/2019)	350	3,587.07		26,195.06
2/1/2019	retx - RE Tax Reimbursement (02/2019)	350	5,618.05		31,813.11
2/1/2019	Chk# ACH-020119 Feb 2019 Rent			31,813.11	0
3/1/2019	brof - Base Rent- Office (03/2019)	350	17,134.10		17,134.10
3/1/2019	brof - Base Rent- Office (03/2019)	350	3,360.50		20,494.60
3/1/2019	brof - Base Rent- Office (03/2019)	350	1,916.19		22,410.79
3/1/2019	camr - Common Area Reimbursement (03/2019)	350	3,587.07		25,997.86
3/1/2019	retx - RE Tax Reimbursement (03/2019)	350	5,618.05		31,615.91
3/1/2019	Chk# ACH-030119 March 2019 Rent			31,615.91	0

3/15/2019	2018 CAM Reconciliation	350	179.51		179.51
3/15/2019	2018 Tax Reconciliation	350	3,059.83		3,239.34
4/1/2019	brof - Base Rent- Office (04/2019)	350	17,644.63		20,883.97
4/1/2019	brof - Base Rent- Office (04/2019)	350	3,460.63		24,344.60
4/1/2019	brof - Base Rent- Office (04/2019)	350	1,973.28		26,317.88
4/1/2019	camr - Common Area Reimbursement (04/2019)	350	3,587.07		29,904.95
4/1/2019	retx - RE Tax Reimbursement (04/2019)	350	5,618.05		35,523.00
4/4/2019	Chk# ACH-040419 April 2019 Rent			35,523.00	0
5/1/2019	brof - Base Rent- Office (05/2019)	350	17,644.63		17,644.63
5/1/2019	brof - Base Rent- Office (05/2019)	350	3,460.63		21,105.26
5/1/2019	brof - Base Rent- Office (05/2019)	350	1,973.28		23,078.54
5/1/2019	camr - Common Area Reimbursement (05/2019)	350	3,587.07		26,665.61
5/1/2019	retx - RE Tax Reimbursement (05/2019)	350	5,618.05		32,283.66
5/2/2019	Chk# ACH-050219 May 2019 Rent			32,283.66	0
6/1/2019	brof - Base Rent- Office (06/2019)	350	17,644.63		17,644.63
6/1/2019	brof - Base Rent- Office (06/2019)	350	3,460.63		21,105.26
6/1/2019	brof - Base Rent- Office (06/2019)	350	1,973.28		23,078.54
6/1/2019	camr - Common Area Reimbursement (06/2019)	350	3,587.07		26,665.61
6/1/2019	retx - RE Tax Reimbursement (06/2019)	350	5,618.05		32,283.66
6/4/2019	Chk# ACH-060419 June 2019 Rent			32,283.66	0
7/1/2019	brof - Base Rent- Office (07/2019)	350	17,644.63		17,644.63
7/1/2019	brof - Base Rent- Office (07/2019)	350	3,460.63		21,105.26
7/1/2019	brof - Base Rent- Office (07/2019)	350	1,973.28		23,078.54
7/1/2019	camr - Common Area Reimbursement (07/2019)	350	3,587.07		26,665.61
7/1/2019	retx - RE Tax Reimbursement (07/2019)	350	5,618.05		32,283.66
7/2/2019	Chk# ACH-070219 July 2019 Rent			32,283.66	0
8/1/2019	brof - Base Rent- Office (08/2019)	350	17,644.63		17,644.63
8/1/2019	brof - Base Rent- Office (08/2019)	350	3,460.63		21,105.26
8/1/2019	brof - Base Rent- Office (08/2019)	350	1,973.28		23,078.54
8/1/2019	camr - Common Area Reimbursement (08/2019)	350	3,587.07		26,665.61
8/1/2019	retx - RE Tax Reimbursement (08/2019)	350	5,618.05		32,283.66
8/1/2019	Chk# ACH-080119 Aug 2019 Rent			32,283.66	0
9/1/2019	brof - Base Rent- Office (09/2019)	350	17,644.63		17,644.63
9/1/2019	brof - Base Rent- Office (09/2019)	350	3,460.63		21,105.26
9/1/2019	brof - Base Rent- Office (09/2019)	350	1,973.28		23,078.54
9/1/2019	camr - Common Area Reimbursement (09/2019)	350	3,587.07		26,665.61
9/1/2019	retx - RE Tax Reimbursement (09/2019)	350	5,618.05		32,283.66
9/3/2019	Chk# ACH-090319 Sept 2019 Rent			32,283.66	0
10/1/2019	brof - Base Rent- Office (10/2019)	350	17,644.63		17,644.63
10/1/2019	brof - Base Rent- Office (10/2019)	350	3,460.63		21,105.26
10/1/2019	brof - Base Rent- Office (10/2019)	350	1,973.28		23,078.54
10/1/2019	camr - Common Area Reimbursement (10/2019)	350	3,587.07		26,665.61
10/1/2019	retx - RE Tax Reimbursement (10/2019)	350	5,618.05		32,283.66
10/1/2019	Chk# Inc Xfr-19A1H07556KM9FN8 Oct 2019 Rent			4,165.56	28,118.10

**SUBLEASE AGREEMENT**

This Sublease Agreement (this "Sublease") is executed and entered into as of the 1<sup>st</sup> day of May, 2017 ("Effective Date"), by and between **SOUTHCROSS ENERGY PARTNERS, L.P.**, a Delaware limited partnership ("Sublessor") and **MINER, LTD.**, a Texas limited partnership ("Sublessee").

WITNESSETH:

WHEREAS, Brookwood Stone Oak Investors, LLC, a Delaware limited liability company ("Landlord"), as landlord, and Sublessor, as tenant, have heretofore executed and entered into that certain Lease dated December 30, 2014 (the "Lease") concerning certain premises containing approximately 14,058 square feet on the first floor of the Building known as Building Three at The Commons at Concord Park, located at 300 East Sonterra Boulevard in San Antonio, Texas, and being more particularly described in the Lease (the "Premises"). All terms with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Lease; and

WHEREAS, Sublessor now desires to sublease to Sublessee a portion of the Premises, and Sublessee desires to sublease from Sublessor a portion of the Premises, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

1. Subleased Premises, Term. Sublessor, in consideration of the covenants and agreements to be performed by Sublessee and upon the terms and conditions hereinafter stated, hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, that certain portion of the Premises shown on the floor plan attached hereto as Exhibit A containing approximately 9,790 square feet of space (the "Subleased Premises"), for a term (the "Sublease Term") commencing on the date that is seven (7) days following Sublessee's receipt of the Construction Permit (as hereinafter defined) from the City of San Antonio (the "Sublease Commencement Date") and expiring on the date (the "Sublease Expiration Date") that is coterminous with the Expiration Date under the Lease.

2. Rent. Commencing on the Sublease Commencement Date and thereafter in advance on the first day of each succeeding month during the Sublease Term, Sublessee shall pay to Sublessor Fixed Rent (herein so called), as follows:

<u>Period</u>	<u>Monthly Fixed Rent</u>
Months 1 through 4 of the Sublease Term (based on \$0.00 per square foot per annum)*	\$0.00 per month*
Months 5 through the Expiration Date (based on \$15.50 per square foot per annum)	\$12,645.42 per month

\* Sublessee's obligation to pay Fixed Rent shall be conditionally abated during the first four (4) months of the Sublease Term; provided, however, the abatement herein provided is conditioned upon Sublessee's full and timely performance of all of its obligations under this Sublease. If at any time during the Sublease Term an Event of Default by Sublessee occurs, then such abatement shall immediately become void, and Sublessee shall promptly pay to Sublessor, in addition to all other amounts due to Sublessor under this Sublease, the full amount of all payments herein abated. In addition, the foregoing abatement of Fixed Rent shall not in any event be

construed as including any abatement of Additional Rent (including with limitation Operating Expenses, Taxes and Electrical Costs), or any other sums that Sublessee may owe to Sublessor or otherwise be required to pay hereunder during the first four (4) months of the Sublease Term.

The Fixed Rent shall be pro-rated for any partial calendar month; in connection therewith, if the first month of the Sublease Term is a partial calendar month, (a) Sublessee shall pay the prorated Fixed Rent for such partial calendar month on the Sublease Commencement Date; and (b) thereafter, "Month 1" as referenced in the foregoing Fixed Rent chart shall be deemed to be the first day of the first full calendar month of the Sublease Term. In addition to Fixed Rent, Sublessee agrees to pay to Sublessor, in accordance with the payment provisions set forth in the Lease, 69.64% of each of the following: (i) Tenant's Percentage of the Operating Costs; (ii) Tenant's Percentage of the Taxes; (iii) Tenant's Percentage of the Electrical Costs and all other utility charges; and (iv) other charges that are payable as rent by the "Tenant" under the Lease, it being the intent of the parties that, except as otherwise expressly provided herein, Sublessee shall be liable for all costs, expenses and obligations of every kind relating to the Subleased Premises that Sublessor is required to pay to Landlord under the terms of the Lease; notwithstanding the foregoing, however, the amounts payable by Sublessee with respect to Base Rent (as such term is defined in the Lease) shall be limited to the Fixed Rent as set forth above. Sublessee acknowledges that Sublessor and Holts Mechanical entered into a contract dated August 11, 2016 for preventive maintenance for the HVAC systems within the Premises and, effective as of the Sublease Commencement Date, Sublessee shall pay 69.64% of the charges thereunder within ten (10) days after Sublessor's invoice therefor (prorated for any partial calendar month during the Sublease Term). Except as otherwise provided above with respect to any partial calendar month at the beginning of the Sublease Term, Fixed Rent and payments based on Tenant's Percentage of the Operating Costs, Tenant's Percentage of the Taxes and Tenant's Percentage of the Electrical Costs shall be due on the first day of each calendar month during the Sublease Term; any other payments under this Sublease shall be due at the same time as the corresponding payment in question is due under the Lease (or, if there is no corresponding payment under the Lease, at such time as required under this Sublease). Sublessee understands that Sublessor is relying upon the promises of Sublessee to make the payments set forth in this Section 2, and that any failure to timely pay any amounts due by Sublessee to Sublessor under the terms of this Sublease shall entitle Sublessor to exercise any and all remedies available to "Landlord" under the Lease for the breach thereof by "Tenant."

3. Security Deposit. As consideration for the execution of this Sublease, upon the Effective Date Sublessee shall pay to Sublessor in cash or current funds the sum of \$18,380.73, calculated on the basis of one (1) month's Fixed Rent in the amount of \$12,645.42 plus one (1) month's Additional Rent in the amount of \$5,735.31 (\$7.03 per square foot per annum), to be held by Sublessor as a security deposit hereunder (the "Security Deposit"). The Security Deposit shall be held by Sublessor without liability for interest, commingled with Sublessor's other funds, as security for the performance by Sublessee of Sublessee's covenants and obligations under this Sublease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Sublessor's damages in case of default by Sublessee. Upon termination of this Sublease and surrender of the Subleased Premises by Sublessee to Sublessor, the Security Deposit shall be returned to Sublessee, provided that Sublessor may hold the Security Deposit for a period of thirty (30) days following surrender of possession and may deduct from the amount refunded any rental or other charges due and payable, the cost of repairing any damage or replacing any damaged portion of the Subleased Premises and costs of cleaning the Subleased Premises if Sublessee fails to do so prior to surrender of possession.

4. Sublease Subject to All Terms and Conditions of the Lease. This Sublease is expressly made subject and subordinate to the Lease and all of the terms, conditions and covenants therein contained, as well as to all matters to which the Lease is subject and subordinate. Except to the extent otherwise set forth in this Sublease, in which event the terms of this Sublease shall prevail, all the terms, covenants and conditions of the Lease shall be applicable to this Sublease with respect to the Subleased Premises with the same force and effect as if Sublessor were the landlord under the Lease (provided, however, that in those provisions of the Lease where the term "Landlord" is used in the context of ownership or management of the Building, such term shall

be construed to refer to Landlord, and not to Sublessor) and Sublessee were the tenant thereunder, and the provisions of the Lease are incorporated herein by reference with the same force and effect as if they were fully set forth herein. Sublessee agrees to fully perform and discharge all obligations of Sublessor as tenant under the Lease, with respect to the Subleased Premises, during the Sublease Term. However, the cost of any necessary repair or replacement of a system shared by Sublessee and Sublessor, including but not limited to, electrical, mechanical, plumbing, HVAC, etc., for which Sublessor is responsible under the Lease, shall be shared by the parties according to the proportionate square footage of each party (i.e., with Sublessee's share being 69.64% thereof). Sublessee shall not be solely responsible for the repair or replacement of any system which it shares with Sublessor. Neither Sublessee nor Sublessor will do, nor allow to be done by anyone under their respective control, anything that would constitute a default under the Lease or that would cause the Lease to be terminated or forfeited by virtue of any rights reserved by or vested in Landlord, nor shall Sublessor agree to terminate nor exercise any right to terminate the Lease without the prior written consent of Sublessee as long as Sublessee is not in default under this Sublease. Notwithstanding the foregoing, and notwithstanding anything to the contrary in this Sublease, for the purposes and for the Sublease Term only and as to Sublessee only, all provisions of the Lease that pertain to (a) construction of interior finish-out for the Premises and any tenant allowances and/or inducements granted to Sublessor; (b) any expansion options, renewal options and/or rights of first refusal granted to Sublessor; and (c) any other provisions that by their terms are inconsistent with the purpose and intent of this Sublease, are hereby deleted in their entirety, and Sublessee shall have no rights related thereto and Sublessor shall have no obligations associated therewith.

5. Insurance. In accordance with the requirements set forth in Section 9 of the Lease, Sublessee will, at Sublessee's sole cost and expense, obtain and keep in force at all times during the continuation of this Sublease all insurance policies required of "Tenant" under the Lease for the Subleased Premises, and such policies shall name both Landlord and Sublessor as additional insureds. Within five (5) days after the date upon which Landlord grants its consent to this Sublease in accordance with Section 10 below, but in any event prior to Sublessee first entering onto the Subleased Premises, Sublessee shall deliver to Sublessor and all additional named insureds certificates for such fully paid-for policies.

6. Provision of Services / Sublessor's Obligations. The only services or rights to which Sublessee is entitled under this Sublease are those to which Sublessor is entitled under the Lease (in each case with respect to the Subleased Premises). Sublessee agrees that Sublessor shall have no obligation to furnish heat, air conditioning, electricity, cleaning service, and/or any other building services of any kind whatsoever, and that Sublessor shall not be obligated to make any repairs or restorations of any kind whatsoever in the Subleased Premises. Sublessor acknowledges and agrees, however, that Sublessee is not in privity with Landlord and therefore has no right to look to Landlord for the provision of such services and rights. Accordingly, in the event of any default of or by Landlord under the Lease or for the furnishing to Sublessee or to the Subleased Premises of any services of any kind which Landlord is required to furnish to Sublessor or to the Subleased Premises under the Lease, Sublessor covenants and agrees to use its commercially reasonable efforts, at Sublessee's expense, to enforce such obligations of Landlord under the Lease. In addition, Sublessor agrees to use its commercially reasonable efforts, at Sublessee's expense, to enforce all other obligations of Landlord under the Lease to the extent that any default by Landlord thereunder affects the Subleased Premises and/or Sublessee's rights under this Sublease. With respect to repairs required to be made by Landlord to the Subleased Premises pursuant to the Lease, Sublessor shall (a) promptly forward to Landlord any notice from Sublessee concerning any repairs to the Subleased Premises required to be made by Landlord under the Lease, and (b) reasonably cooperate with Sublessee, at Sublessee's expense, in order to cause Landlord to make any such required repairs.

7. Improvements.

- (a) "AS IS" Condition. Sublessor shall deliver the Subleased Premises to Sublessee in their "AS IS" condition as of the Effective Date, and "with all faults" (it being agreed that Sublessor has no obligation to construct any tenant improvements at the Subleased Premises, and makes no

representation or warranty regarding the condition of the Subleased Premises, express or implied such as, without limitation, any warranty of habitability, suitability, merchantability or fitness for a particular use or purpose).

- (b) Construction of Demising Walls. The parties have agreed that, prior to taking occupancy of the Subleased Premises and commencing its business operations therein, Sublessee shall be responsible, at its sole cost and expense, (i) to construct such demising walls as may be necessary to separate the Subleased Premises from the remainder of the Premises, in the areas shown on the floor plan attached hereto as Exhibit A (the "Demising Walls"); and (ii) to obtain from the applicable governmental authorities a certificate of occupancy for the Subleased Premises. Sublessee acknowledges and agrees that, prior to proceeding with construction of the Demising Walls, Sublessee must first present to Sublessor and to Landlord, for their respective approval, Sublessee's proposed plans and specifications relating to such work, and must obtain such required approvals; provided, that (A) Sublessor shall not unreasonably withhold its approval to such proposed plans and specifications; (B) if Sublessee obtains the required approvals from Sublessor and Landlord, Sublessee shall construct the Demising Walls in a good and workmanlike manner, in compliance with all applicable laws and building codes, and substantially in accordance with such approved plans and specifications; and (C) if for any reason Sublessee is unable to obtain the required approvals from Sublessor and Landlord within fifteen (15) days after submission to them of the proposed plans and specifications, then Sublessee shall have the right to terminate this Sublease upon written notice thereof delivered to Sublessor and Landlord within ten (10) days after the end of such 15-day period. Sublessor and Sublessee acknowledge and agree that a copy of Sublessee's pricing plan, which includes information regarding the Demising Walls, is attached hereto as Exhibit D, and that the parties are requesting Landlord's consent thereto as referenced in the "Consent of Landlord" set forth on page 10 of this Sublease (the "Consent").
- (c) Construction Permit. For the purposes of this Sublease, the term "Construction Permit" means, collectively, the building permit and any other related licenses, permits or approvals that are required by the City of San Antonio and any other governmental or quasi-governmental authority in order for Sublessee to construct the Demising Walls in accordance with this Section 7 and the applicable terms of the Lease. Sublessee shall apply for the Construction Permit promptly following the date that Landlord grants its consent to this Sublease in accordance with Section 10 below, and shall pursue obtaining the Construction Permit, using commercially reasonable, diligent efforts, within forty-five (45) days after such date (such forty-five day period being referred to herein as the "Permit Period"). In the event that, on or before the expiration of the Permit Period, Sublessee is unable to obtain the Construction Permit, then either Sublessor or Sublessee may terminate this Lease upon written notice to the other delivered within fifteen (15) days after the expiration of the Permit Period, and this Sublease will so terminate unless, prior to the delivery of such written notice, Sublessee shall have obtained the Construction Permit. Notwithstanding the foregoing, however, Sublessee may exercise the right of termination described in this Section 7(c) only if Sublessee has used its commercially reasonable, diligent efforts to acquire the Construction Permit. Once Sublessee obtains the Construction Permit, Sublessee shall promptly provide Sublessor with written notice thereof, the Permit Period shall be deemed to have expired as of the date upon which Sublessee received the Construction Permit, and Sublessee shall have no further right to terminate this Sublease for failure to obtain the Construction Permit.
- (d) Consent of Sublessor and Landlord. Prior to Sublessee making any improvements or modifications to the Subleased Premises other than the Demising Walls ("Proposed Improvements"), Sublessee shall submit proposed plans and specifications of the Proposed Improvements to Sublessor and to Landlord for their respective approval, and Sublessee must



obtain such required approvals prior to making any of the Proposed Improvements; provided, that Sublessor shall not unreasonably withhold its approval to such proposed plans and specifications.

8. Indemnification.

- (a) Specific Occurrences. Sublessee shall indemnify and defend Sublessor and its affiliates, shareholders, directors, officers and employees (the "Sublessor Parties") and hold the Sublessor Parties harmless from and against any and all claims, actions, damages, liability and expense (including, without limitation, court costs, reasonable attorneys' fees and other costs of litigation) incurred by or asserted against any of the Sublessor Parties in connection with:
- (i) the loss of life, personal injury and/or damage to property arising from (A) any occurrence in, on or at the Subleased Premises, (B) the occupancy, use or misuse by Sublessee or Sublessee's agents, employees, contractors, invitees, sublessees, successors or assigns (collectively, the "Sublessee Parties", each a "Sublessee Party") of the Subleased Premises or any part thereof, (C) any occurrence occasioned wholly or in part by any act or omission of any Sublessee Party, or (D) an occurrence occasioned by the violation of any law, regulation or ordinance by any Sublessee Party;
  - (ii) any act or omission on the part of the Sublessee Parties by reason of which the Lease may be terminated or forfeited, or by reason of which Sublessor may be found to be in default under the Lease; and
  - (iii) the failure of Sublessee to perform any act, obligation or covenant of Sublessor under the Lease which Sublessee is obligated to perform under this Sublease.
- (b) The provisions of this Section 8 shall survive the expiration or termination of the Lease and this Sublease.

9. Termination of Lease / this Sublease. In the event of termination of the Lease due to any casualty suffered by the Subleased Premises, condemnation or destruction of the whole or any portion of the Subleased Premises, or for any other reason, this Sublease shall cease and terminate upon the same date that the Lease terminates. Such cancellation shall become effective automatically without further notice upon the termination of the Lease. Upon the effective date of such cancellation, neither Sublessor nor Sublessee shall have any liability or obligation to the other party hereunder pursuant to this Sublease, except for liabilities or obligations that accrued prior to the effective date of such cancellation (including, but not limited to, any liability under Section 8 hereof).

10. Consent of Landlord. Sublessee acknowledges and agrees that Section 14 of the Lease requires Sublessor to obtain the prior written consent of Landlord to any proposed subletting. Accordingly, notwithstanding anything to the contrary in this Sublease, the effectiveness of this Sublease is contingent upon Sublessor obtaining from Landlord its execution of the Consent, within sixty (60) days after the execution of this Sublease by Sublessor and Sublessee. Upon the full execution of this Sublease by Sublessor and Sublessee, Sublessor shall forward three (3) executed originals of this Agreement to Landlord with the request that Landlord execute the Consent on each and return such fully-executed originals to Sublessor before the end of such sixty-day period. In the event Landlord refuses to execute the Consent, or agrees to execute the Consent but with any revisions or modifications thereto that are not reasonably acceptable to Sublessor, then Sublessor shall have the right to terminate this Sublease upon written notice thereof to Sublessee, whereupon this Sublease shall be of no further force or effect except for liabilities or obligations that accrued prior to the effective date of such termination (including, but not limited to, any liability under Section 8 hereof).

11. Assignment, Mortgaging and Subletting. Sublessee shall not assign, mortgage, pledge, encumber or otherwise transfer this Sublease, the Subleased Premises or any part thereof, whether voluntarily or by operation of law, in any manner by reason of any act or omission on the part of Sublessee, or sublet the Subleased Premises, or any portion thereof, without the prior written consent of Sublessor and Landlord in every such case.

12. Furniture. Subject to the terms and conditions set forth hereinafter, Sublessee shall have the right during the Sublease Term to use the furniture that is situated within the Subleased Premises as of the Effective Date and shown in Exhibit B attached hereto (the "Furniture"); provided, that (a) Sublessee shall be responsible, at its sole cost and expense, for repairing and replacing, as necessary, all Furniture that is damaged during the Sublease Term, unless such damage is caused by Sublessor or its employees, agents or contractors; (b) as of the Expiration Date, if Sublessee is not then in default and has performed all of its obligations hereunder, Sublessor shall deliver to Sublessee, for consideration in the amount of \$10.00 payable by Sublessee to Sublessor, a bill of sale conveying to Sublessee all of Sublessor's right, title and interest in and to the Furniture, in its then-existing "AS IS" condition and without warranty; and (c) immediately following the conveyance referenced in the foregoing clause (b), Sublessee shall be solely responsible for the removal of such Furniture from the Subleased Premises as of the Expiration Date. For the avoidance of doubt, the parties acknowledge and agree that the "Furniture" shall not include any of the items listed in Exhibit C attached hereto, all of which will be relocated by Sublessor from the Subleased Premises to the remainder of the Premises as soon as practicable following Sublessee's receipt of the Construction Permit from the City of San Antonio.

13. Extension Option. Sublessor agrees that it will not exercise the Extension Option set forth in Exhibit B attached to the Lease without first giving Sublessee the opportunity to negotiate directly with Landlord to extend its occupancy of the Subleased Premises beyond the Expiration Date by entering into a new lease with Landlord; provided, however, that (a) any such direct negotiations between Sublessee and Landlord must be concluded no later than the date that is ten (10) months prior to the Expiration Date, so as to allow Sublessor time to exercise the Extension Option if Sublessee and Landlord do not agree, on or before such date, to enter into a new lease; (b) on or before the date that is ten (10) months prior to the Expiration Date, Sublessee shall notify Sublessor in writing whether or not Sublessee and Landlord have agreed, on or before such date, to enter into a new lease; and (c) if Sublessee timely notifies Sublessor that Sublessee and Landlord have not agreed, on or before such date, to enter into a new lease, or if Sublessee fails to timely provide to Sublessor the notice specified in the foregoing clause (b), then in either such event Sublessee's rights hereunder will be of no further force or effect, and Sublessor shall have the right, in its sole and exclusive discretion, to elect whether or not to exercise the Extension Option.

14. Financial Statements. The parties acknowledge that, prior to the Effective Date, Sublessee has delivered to Sublessor current financial statements of Sublessee. Sublessee represents and warrants to Sublessor that such financial statements are true and correct in all material respects and accurately and fairly reflect the financial condition of Sublessee as of the Effective Date. From time to time during the Sublease Term, upon the written request of Sublessor (but in no event more often than annually), Sublessee shall provide to Sublessor then current financial information accurately and fairly reflecting the financial condition of Sublessee at such time, subject to the terms of the nondisclosure agreement executed by the parties prior to the Effective Date, except that the three (3) year term of such existing nondisclosure agreement shall automatically be extended to expire on the date that is three (3) years following Sublessee's delivery to Sublessor of such then current financial information. Sublessor shall use reasonable good faith efforts to keep such information confidential, except that Sublessor may disclose such information as may be necessary to Sublessor's employees and agents, on a need to know basis.

15. Representations and Warranties. Each party hereto represents and warrants to the other (a) that this Sublease represents the binding agreement of such party (subject to the consent of Landlord as set forth in Section 10 above); and (b) that the person(s) signing this Sublease on behalf of such party is/are authorized to do



If to Sublessee: Miner, Ltd.  
3235 Levis Commons Blvd.  
Perrysburg, OH 43551  
Attn: Kirk E. Yosick

Either party may, by notice in writing, direct that future notices or demands be sent to a different address.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

EXECUTED by the parties on the dates following their signatures below, to be effective as of the Effective Date.

**SUBLESSOR:**

**SOUTHCROSS ENERGY PARTNERS, L.P.,**  
a Delaware limited partnership

By: Southcross Energy Partners GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: Kelly James  
Name: Kelly Jameson  
Title: Sub & General Counsel

Date: May 1 2017

**SUBLESEE:**

**MINER, LTD.**  
a Texas limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED by the parties on the dates following their signatures below, to be effective as of the Effective Date.

**SUBLESSOR:**

**SOUTHCROSS ENERGY PARTNERS, L.P.,**  
a Delaware limited partnership

By: Southcross Energy Partners GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBLEESSEE:**

**MINER, LTD.**  
a Texas limited partnership

By: *Kirby F. Yosick*

Name: *KIRBY F. YOSICK*

Title: *GENERAL COUNSEL*

Date: *5/2/17*

## Consent to Sublease Agreement

### Definitions:

Landlord:	Brookwood Stone Oak Investors, LLC, a Delaware limited liability company.
Tenant:	Southcross Energy Partners, L.P., a Delaware limited partnership.
Lease:	Lease dated December 30, 2014 by and between Tenant and Landlord.
Premises:	Approximately 14,058 rentable square feet of office space located on the 1st floor and designated as Suites 330, 340, and 350, and as more particularly described in the Lease.
Subtenant:	Miner, Ltd., a Texas limited partnership.
Sublease:	The Sublease between Tenant and Subtenant, dated as of May 1, 2017, covering the Subleased Premises (as such term is hereinafter defined).
Building:	The building located at 300 East Sonterra Boulevard, San Antonio, Texas, known as Building Three at The Commons at Concord Park.
Subleased Premises:	That certain portion of the Premises shown on the floor plan attached to the Sublease as Exhibit A containing approximately 9,790 square feet of space.

Landlord, Tenant, and Subtenant hereby agree as follows:

1. Subordination/Future Amendments. Pursuant to the terms of the Lease, Tenant has requested Landlord's consent to the Sublease, a fully executed copy of which is annexed hereto as Exhibit A and made a part hereof. Landlord hereby consents to the Sublease subject to, and in reliance upon, the following representations, warranties, covenants, and conditions and the following agreements of Tenant and Subtenant. The Sublease shall be subject and subordinate at all times to the Lease and to all of the provisions, covenants, agreements, terms, and conditions of the Lease, and this Consent to Sublease Agreement, and neither Tenant nor Subtenant shall do or permit anything to be done in connection with Subtenant's occupancy of the Subleased Premises that would violate any of said provisions, covenants, agreements, terms, and conditions. Tenant and Subtenant will not change, modify, amend, cancel, or terminate the Sublease or enter into any additional agreements relating to or affecting the use or occupancy of the Subleased Premises or the Building or the use, sale, or rental of Tenant's fixtures, leasehold improvements, equipment, furniture, or other personal property without first obtaining Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

2. Estoppel. Tenant and Subtenant each hereby represents and warrants that the Sublease and this Consent to Sublease Agreement constitute the complete agreement between the parties and that they are not a party to or a beneficiary of any oral agreements, representations or warranties of any kind or nature referring or relating to the Lease, the Sublease, or the use and occupancy of the Subleased Premises or the Building except as set forth therein and that no rent or other consideration is being paid to Tenant by Subtenant for the Sublease, or for the right to use or occupy the Subleased Premises, except as set forth in the Sublease. Tenant represents and warrants that (i) the Lease has not been assigned,

modified, supplemented or amended in any manner, (ii) as of this date, to the best of Tenant's knowledge, there are no existing defenses or offsets that Tenant has against the enforcement of the Lease by Landlord, and Tenant has no knowledge of any event that with the giving of notice, the passage of time or both would constitute a defense under the Lease, and (iii) as of this date, to the best of Tenant's knowledge, Tenant is not entitled to any offsets, abatements, deductions or otherwise against the rent payable under the Lease to and including the date hereof. All provisions, covenants, agreements, terms, and conditions of the Lease are hereby declared by Tenant to be in full force and effect.

3. Lease. Neither this Consent to Sublease Agreement, the Sublease nor any acceptance of rent or other consideration from Subtenant by Landlord or Landlord's agent paid pursuant to the Sublease shall operate or be construed so as (i) to waive, modify, impair, release or in any manner affect any of the provisions, covenants, agreements, terms or conditions contained in the Lease, (ii) to waive, modify, impair, release or in any manner affect Tenant's liability under the Lease or Tenant's and Subtenant's liability under the Sublease, (iii) to waive any breach or violation of the Lease or any rights of Landlord against any person, firm, associate, corporation or other entity liable or responsible for the performance of any of the provisions, covenants, agreements, terms or conditions contained in the Lease, and (iv) to enlarge or increase Landlord's obligations or Tenant's rights under the Lease or otherwise. The consent by Landlord to the Sublease shall not be deemed an approval of any future assignment of the Lease or the Sublease or any subsequent subletting of the Premises or the Subleased Premises or any portion thereof. No assignment of the Lease or Sublease or further sublease or assignment of all or any part of the Premises or the Subleased Premises shall be made without the prior written approval of Landlord pursuant to, and in accordance with, the provisions of the Lease and this Consent to Sublease Agreement. The term "Sublease" is deemed to include sub-subleases (regardless of tier), concessions, licenses, and any other arrangement where occupancy or possessory rights are granted or made available to third parties.

4. Sublease. Nothing herein contained shall be construed as a consent to or approval or ratification by Landlord of any of the particular provisions of the Sublease (including, without limitation, any provisions thereof relating to any alteration or demising of the Subleased Premises) or as a representation or warranty by Landlord. Landlord has not, and will not, review or approve of or express a view on any of the provisions of the Sublease and shall not be bound or estopped in any way by the provisions of the Sublease. Landlord shall have no liability to the Subtenant under the terms of the Sublease and neither this Consent to Sublease Agreement nor the Sublease shall give Subtenant any rights under the Lease or Sublease against Landlord, all of such rights being personal to Tenant. Landlord shall be under no obligation to make any changes, improvements, or alterations to the Subleased Premises to prepare the same for occupancy by Subtenant.

5. Permitted Use. Subject to all of the provisions, covenants, agreements, terms, and conditions of the Lease and this Consent to Sublease Agreement (and notwithstanding anything to the contrary in the Sublease), the Subleased Premises and each part thereof shall be used by Subtenant solely for general office use in connection with Subtenant's business and for no other purpose.

6. Tenant and Subtenant Covenants. Tenant and Subtenant hereby acknowledge and agree that none of Landlord's agents, managers, partners, trustees, stockholders, officers, members of a governing board, directors, employees, or beneficiaries of Landlord shall be personally liable under the Lease or the Sublease nor shall any of their assets be subject to levy, execution, or other enforcement procedure for the satisfaction of the Tenant's or Subtenant's remedies arising under this Lease or the Sublease.

7. Default. In the event of any default by Tenant or Subtenant in the full performance and observance of any of their respective obligations hereunder or in the event any representation or warranty of Tenant or Subtenant contained herein should prove to be untrue, such event may, at Landlord's option, be deemed a default under the Lease and Landlord shall have all of the rights, powers and remedies provided for in the Lease or at law or in equity or by statute or otherwise with respect to defaults. In



addition, any breach or violation of any provision of the Lease by Subtenant shall be deemed to be and shall constitute a default by Tenant in fulfilling such provision. If any default occurs under the Lease, Landlord may, at its option, and in addition to any other available rights and remedies, collect directly from Subtenant all rents due under the Sublease, and no such collection shall constitute an acceptance of Subtenant as a tenant or a novation or release of Tenant from its obligations under the Lease. Notwithstanding the foregoing, any breach or violation of any provision of the Lease causing Tenant to be deemed in default under the Lease shall also constitute a breach by Subtenant of this Consent to Sublease Agreement and shall entitle Landlord to recover any damage, loss, cost or expense which it thereby suffers, from Subtenant, whether or not Landlord proceeds against Tenant.

8. Termination of Lease. If at any time prior to the expiration of the term of the Sublease, the term of the Lease shall terminate or be terminated for any reason including, but not limited to, by operation of any provisions of the Lease or of law, Subtenant agrees, at the election and upon demand of Landlord or any other owner of the Land (as defined in the Lease) or the Building, or of the holder of any mortgage in possession of the Land or the Building, or of any lessee under any lease to which the Sublease shall be subject and subordinate, to attorn, from time to time, to Landlord or any such owner, holder or lessee, upon the then executory terms and conditions set forth in the Sublease for the remainder of the term demised in the Sublease. In such event, Subtenant agrees that Landlord or any such owner, holder or lessee (i) shall not be bound by any payment of rent or additional rent made by Subtenant to Tenant for more than one month in advance; (ii) shall have no obligation to perform any work under any work letter or otherwise to prepare any space for occupancy pursuant to the provisions of the Sublease; (iii) shall not be liable for any previous act, omission or negligence of Tenant or for the payment of any money owing by, or on deposit with, Tenant for the credit of Subtenant, including, without limitation, any security deposit held by Tenant; (iv) shall not be bound by any amendment or modification of the Sublease made without the written consent of Landlord; (v) shall not be liable for the return of any security deposit except to the extent actually received by Landlord; (vi) shall not be bound by any other provision of the Sublease which in any way increases Landlord's duties, obligations or liabilities to Subtenant beyond those owed to Tenant under the Lease; (vii) shall be entitled to the full benefits of the limitation of liability set forth in Section 6 of this Consent to Sublease Agreement; and (viii) shall not be subject to any defenses or offsets that Subtenant may have against Tenant. The foregoing provisions of this Section shall inure to the benefit of any such owner, holder or lessee and shall apply notwithstanding that, as a matter of law, the Sublease may terminate upon the termination of the Lease, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Upon demand of Landlord or any such owner, holder or lessee, (A) Subtenant agrees, however, to execute, from time to time, instruments in confirmation of the foregoing provisions of this Section, reasonably satisfactory to Landlord or any such owner, holder or lessee, in which Subtenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy as set forth above and (B) Tenant agrees to (i) deposit with Landlord any security deposit being held by Tenant under the Sublease, or (ii) deliver to Landlord true, complete, and correct copies of any letters of credit held by Tenant under the Sublease. Nothing contained in this Section shall be construed to impair any right otherwise exercisable by Landlord or any such owner, holder or lessee. Upon request of Landlord or any such owner, holder or lessee, whether or not made prior to such termination, Tenant and Subtenant shall deliver an executed counterpart of the Sublease to Landlord. Landlord or any such owner, holder or lessee shall have the right, in each's sole discretion, to elect not to have Subtenant attorn, and, in such event, the Sublease Agreement shall be deemed terminated on the date the Lease is terminated and Landlord shall have no obligation to permit Subtenant to continue to occupy the Subleased Premises.

9. Indemnity and Insurance.

9.1. Subtenant agrees to fully indemnify Landlord to the same extent and in the same manner as the indemnification for Tenant to Landlord set forth in the Lease, and that Landlord can seek indemnification directly from Subtenant without first seeking indemnification from Tenant, and that if Landlord first seeks indemnification from Tenant, it will not preclude or limit Landlord's ability and right later to seek indemnification from Subtenant. The covenants and agreements set forth in this Section 9

shall continue in full force and effect for the longest period of time permitted by law, notwithstanding the expiration or termination of the Lease or Sublease.

9.2. Subtenant shall comply with all insurance requirements under the Lease and shall provide certificates of such insurance to Landlord prior to taking possession of the Subleased Premises and thereafter in accordance with the terms of the Lease. All such insurance policies shall name Landlord and Landlord's management company as additional insureds.

10. Notices. Any notices given or required to be given under this Consent to Sublease Agreement shall be effective only if rendered or given in writing (and signed by the party (or the party's attorney) giving such notice) and delivered personally with receipt acknowledged or sent by a nationally recognized overnight courier or by mail (registered or certified, return receipt requested), postage prepaid, addressed to the respective party at the address hereinabove set forth or at such other address as such party may designate as its new address for such purpose by notice in accordance with the provisions hereof, or, if addressed to Subtenant, at the Subleased Premises. The same shall be deemed to have been rendered or given on the date delivered, if delivered personally, or three business days after the date mailed, if mailed. Notwithstanding anything in the Lease to the contrary, Tenant hereby acknowledges, by its signature hereto, that its address for all notices under the Lease shall be the address for Tenant set forth above.

11. Tenant's Payments. Tenant shall pay to Landlord as additional rent under the Lease, the excess payment resulting from this Sublease pursuant to Section 14 of the Lease (the "Excess Payment"), if any. In addition, following the full execution and delivery of this Consent to Sublease Agreement, Tenant agrees to pay Landlord as additional rent under the Lease (i) Landlord's processing fee and attorneys' fees incurred in connection with this Consent to Sublease Agreement and (ii) any additional costs not to exceed \$1,000 incurred by Landlord in connection with this Consent to Sublease Agreement.

12. Inconsistencies. In the event that there shall be any conflict or inconsistency between the terms, covenants and conditions of this Consent to Sublease Agreement or the Lease and the terms, covenants, and conditions of the Sublease, then the terms, covenants, and conditions of this Consent to Sublease Agreement and the Lease shall prevail. In the event that there shall be any conflict or inconsistency between this Consent to Sublease Agreement and the Lease, such conflict or inconsistency shall be determined to the benefit of Landlord.

13. Miscellaneous.

13.1. Each of Tenant and Subtenant hereby represents and warrants that it has full right, power, and authority to enter into this Consent to Sublease Agreement and that the person or persons executing this Consent to Sublease Agreement on behalf of Tenant and Subtenant, as the case may be, are duly authorized to do so.

13.2. To facilitate execution, this Consent to Sublease Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties appear on each counterpart. It shall be sufficient that the signature of each party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Consent to Sublease Agreement to produce or account for more than a number of counterparts containing the respective signatures of all the parties to this Consent to Sublease Agreement. A facsimile or photocopy of a counterpart shall be considered the same as an original.

13.3. Each right and remedy of Landlord provided for in this Consent to Sublease Agreement or in the Lease shall be cumulative and shall be in addition to every other right and remedy provided for therein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies so

provided for or existing shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies so provided for or so existing.

13.4. The terms and provisions of this Consent to Sublease Agreement bind and inure to the benefit of the parties hereto and their respective successors and assigns except that no violation of the provisions of Section 3 hereof shall operate to vest any rights in any successor or assignee of Tenant or Subtenant.

13.5. This Consent to Sublease Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended or otherwise changed except by a written instrument signed by the party sought to be bound.

13.6. All provisions, covenants, agreements, terms, rights, and conditions of the Lease are hereby ratified and affirmed by Landlord and Tenant and shall continue to be in full force and effect.

13.7. This Consent to Sublease Agreement shall take effect as an instrument under seal and shall be governed by the internal laws of the state or commonwealth in which the Premises is located, in all respects, without regard to principles of conflict of laws. To the extent permitted by law, the parties hereto consent to the jurisdiction of the courts of said state or commonwealth in any dispute arising out of this Consent to Sublease Agreement.

14. Broker. Tenant agrees that it shall pay or cause to be paid any brokerage commissions that may be payable in connection with the Sublease and that Landlord shall have no responsibility with respect thereto. Tenant and Subtenant, jointly and severally, further agree to indemnify and hold Landlord harmless against and from all costs, liabilities, damages, and expenses, including attorneys' fees and disbursements, arising from any claims for brokerage commissions, finder's fees or other compensation from any broker, finder or other entity or person in connection with or relating to the Sublease. The provisions of this Section 14 shall survive the expiration or sooner termination of the Lease.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the parties have executed this Consent to Sublease Agreement as of the 26 day of May, 2017.

**LANDLORD:**

**BROOKWOOD STONE OAK INVESTORS, LLC**, a Delaware Limited liability company

By: Brookwood U.S. Real Estate Aggregator, L.P., a Delaware limited partnership, its sole member

By: Brookwood U.S. Real Estate Fund GP, LLC, a Delaware limited liability company, its General Partner

By: 

Name: Kurt M. Zernich

Title: Authorized Signatory

Accepted and Agreed by:

**TENANT:**

**SOUTHCROSS ENERGY PARTNERS, L.P.**, a Delaware limited partnership

By: Southcross Energy Partners GP, LLC, a Delaware limited liability company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBTENANT:**

**MINER, LTD.**, a Texas limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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By: Brookwood U.S. Real Estate Fund GP, LLC, a Delaware limited liability company, its General Partner

By: \_\_\_\_\_

Name: Kurt M. Zernich


Title: Authorized Signatory

Accepted and Agreed by:

**TENANT:**

**SOUTHCROSS ENERGY PARTNERS, L.P., a Delaware limited partnership**

By: Southcross Energy Partners GP, LLC, a Delaware limited liability company,

By:   
Name: Bret M. Allan  
Title: SVP and CFO

Date: 5/17/17

**SUBTENANT:**

**MINER, LTD., a Texas limited partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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By: Brookwood U.S. Real Estate Fund GP, LLC, a Delaware limited liability company, its General Partner

By: \_\_\_\_\_  
Name: Kurt M. Zernich  
Title: Authorized Signatory

Accepted and Agreed by:

**TENANT:**

**SOUTHCROSS ENERGY PARTNERS, L.P.**, a Delaware limited partnership

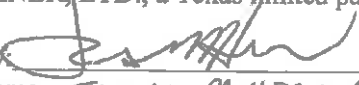
By: Southcross Energy Partners GP, LLC, a Delaware limited liability company,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBTENANT:**

**MINER, LTD.**, a Texas limited partnership

By:  \_\_\_\_\_  
Name: Joseph M Hermann  
Title: CEO

Date: 5-16-17