

Commercial Lease concerning: _____

Commercial Lease

1. PARTIES: The parties to this lease are:

Tenant: _____ ; and

Landlord: _____
_____ .

2. LEASED PREMISES: Texas, which is legally described on attached Exhibit _____ or as follows:

_____ .

A. Landlord leases to Tenant the following described real property, known as the “leased premises,” along with all its improvements (*Check only one*)

1. _____ **Multiple-Tenant Property** Suite or Unit Number _____ containing approximately _____ square feet of rentable able in _____ (*project name*) at _____ (*address*) in _____ (*city*), _____ (*county*), Texas, which is legally described on attached Exhibit _____ or as follows: _____

2. _____ **Single-Tenant Property:** The real property at: _____ (address) in _____ (city) in _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

(1) “Property” means the building or complex in which the leased premises are located, inclusive of any common areas, drives parking areas, and walks; and

(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in Property.

3. TERM

A. Term: The term of this lease is _____ months and _____ days, commencing on: _____ (*Commencement Date*) and ending on _____ (*Expiration Date*).

B. Automatic Renewal and Notice of Termination:

1. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other written notice of termination not less than:

- (1) 60 days before the Expiration Date
- (2) _____ days before the Expiration Date

A. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective on the last day of the second month following the month in which notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

B. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease. Initialed for Identification by the Tenant _____, _____, and Landlord _____, _____

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C. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on leased premises to be completed by Landlord that is not substantially complete or a prior Tenant's holdover of the leased premises, Landlord will not be liable to the Tenant for such a delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date the Tenant is able to occupy the property and the Expiration Date will also be extended by a like number of days, so that the length of the lease remains the same. If the Tenant is unable to occupy the premises after the 90th day after the Commencement Date because of construction to be completed by the Landlord that is not substantially complete or a prior tenant's holdover of the leased premises, Tenant may terminate the lease by giving written notice to the Landlord before the leased premises become available to be occupied by the Tenant. In such an event, the Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

D. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit ___ or as follows:

from _____ to _____ : \$ _____;
from _____ to _____ : \$ _____;
from _____ to _____ : \$ _____;
from _____ to _____ : \$ _____;

B. First Full Month's Rent: The first full base monthly rent is due on or before _____.

C. Prorated Rent: If the Commencement Date is on a day other than the first day of the month, Tenant will pay Landlord as prorated rent, an amount equal to the based monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the month divided by the number of days in the month in which this leases commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by Attachment ___ or listed below.

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amount due Landlord under this lease to the following person at the place stated or to such other person or place as the Landlord may later designate in writing:

F. Method of Payment: Tenant must pay all rent timely without demand, deduction or offset, except as permitted by law or by this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 3 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. Additionally, Tenant will pay late charge of \$5.00 per day. In this paragraph, the mailbox is not the agent of receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

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H. Returned Checks: Tenant will pay \$_____ for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$_____ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amount by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by the lease, including but not limited to accrued late charges either billed or unbilled.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (*Check all that apply*)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
1. Water	_____	_____	_____
2. Sewer	_____	_____	_____
3. Electric	_____	_____	_____
4. Gas	_____	_____	_____
5. Telephone	_____	_____	_____
6. Trash	_____	_____	_____
7. Cable	_____	_____	_____
8. _____	_____	_____	_____
9. All other utilities	_____	_____	_____

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access of alterations to the Property or leased premises necessary for the utilities may only be made with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility of connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from the Landlord reimburse Landlord such amount.

C. If any utilities are paid by Landlord, on a temporary or full time basis Tenant will reimburse Landlord within ten (10) days of receipt of the copy of the bill or statement from the Landlord.

D. Tenant understands that coverage areas for some utilities may include common areas including but not limited to bathrooms, hallways, stairwells, foyers, mailrooms, and entryways. Tenant voluntarily assumes and accepts responsibility for the portion of costs associated with such common areas.

8. INSURANCE

Commercial Lease concerning: _____

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

1. Public liability insurance in an amount not less than \$1,000,000 on an occurrence basis naming Landlord as an additional insured; and
2. Personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changed in any manner or degree at any time this lease is in effect, Tenant must, not later than ten (10) days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

1. Purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expenses; or
2. Exercise Landlord's remedies under Paragraph 20.
3. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the property.
4. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: _____

B. Unless otherwise specified in the lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates

C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): _____

10. LEGAL COMPLIANCE:

- A.** Tenant may not use or permit any part of the leased premises or the Property to be used for:
1. any activity which is a nuisance or is offensive, noisy, or dangerous;
 2. any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 3. any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules, or regulations, or this lease;
 4. any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 5. any hazardous activity that that would require an insurance premium on the Property or leased premises to increase or that would void any such insurance;
 6. the permanent or temporary storage of hazardous materials; or
 7. _____

11. SIGNS:

The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease. Initialed for Identification by the Tenant _____, _____, and Landlord _____, _____

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- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its costs to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before the lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require to remove and that are fixtures, become the property of the Landlord and must be surrendered to the Landlord at the time the lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) the entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in the lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or property.

14. MOVE OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises. Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to the Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expenses, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of the Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ___ Landlord ___ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

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B. Repairs and Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors, or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply)*

	N/A	Landlord	Tenant
1. Foundation, exterior walls, roof and other structural components	_____	_____	_____
2. Glass and windows	_____	_____	_____
3. Fire protection equipment and fire sprinkler equipment	_____	_____	_____
4. Exterior & overhead doors, inc. closure devices, molding locks, and hardware	_____	_____	_____
5. Grounds maintenance inc. landscaping and irrigation	_____	_____	_____
6. Interior doors, inc. closure devices, frames, molding, locks, and hardware	_____	_____	_____
7. Parking areas and walk	_____	_____	_____
8. Plumbing, drainage, electrical and mechanical systems, except systems or items specifically designated otherwise	_____	_____	_____
9. Ballast and lamp replacement	_____	_____	_____
10. Heating, ventilation, and Air Condition (HVAC) systems	_____	_____	_____
11. Signs and lighting:	_____	_____	_____
1. Pylon	_____	_____	_____
2. Facia	_____	_____	_____
3. Monument	_____	_____	_____
4. Door/Suite	_____	_____	_____
12. Extermination and pest control excluding wood-destroying insects	_____	_____	_____
13. Fences and Gates	_____	_____	_____
14. Storage yards and buildings	_____	_____	_____
15. Wood-destroying insect treatment and repairs	_____	_____	_____
16. Cranes and related systems	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repaired persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15(C)(10), Tenant (is/ is not) required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's rights to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord of written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant of written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain or; (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable, non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or re-keying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to the Landlord.

C. If a governmental order requires alteration or modification to the lease premises, the party obligated to maintain and repair this item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures, or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraphs 11 or 14 or if the parties otherwise agree in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease. Initialed for Identification by the Tenant _____, _____, and Landlord _____, _____

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A. an act, omission, or neglect of: Tenant; Tenant's agent, Tenant's guest, Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property.

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the lease premises or Property, or any other loss caused, negligently, or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 3 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of the lease or any renewal period without notice or demand. Landlord will attempt to mitigate damages or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

1. any lost rent
2. Landlord's cost of reletting the leased premises, including brokerage free, advertising fees, and other fees necessary to relet the leased premises;
3. repairs to the leased premises for use beyond normal wear and tear;
4. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
5. all Landlord's costs associated with collection of the rent such as collection fees, late charges, and returned check charges;
6. cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
7. cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
8. any other recovery to which Landlord may be entitled under this lease or under law.

D. If Tenant is in default, Landlord may also, pursuant to Texas Property Code §§ 54.044 and 54.045, seize and sell any or all of Tenant's nonexempt property.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of tenant's property; and (d) lock-out of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a Tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over of Tenant, with or without the consent of the Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

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any holdover period will be 2 times the based monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, **Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property,** and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other property situated on the Premises without liability or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase and sell and apply the proceeds thereof less any and all expenses connected with the taking of possession and sale of the Property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interest or in any other form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Anything herein to the contrary notwithstanding, purchase money financing of Tenant's removeable trade fixtures and equipment shall not be a default. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement, and seize and foreclose as permitted by the Texas Property Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the lease premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises. Tenant will remain liable for all of Tenant's obligations under this lease regardless of the assignment or sublease is made with or without the consent of Landlord.

25. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

1. any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that landlord authorizes;
2. All advances made under any such lien, encumbrance, or ground lease;
3. the interest payable on any such lien or encumbrance;
4. any and all renewals and extensions of any such lien, encumbrance, or ground lease;
5. any restrictive covenant affecting the leased premises or the Property; and
6. the rights of any owners' association affecting the leased premises or Property

26. ESTOPPEL CERTIFICATES: Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

27. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if the Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies the Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If the Landlord fails to substantially require within the time required, Tenant may terminate the lease.

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C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies the Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate the lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restore by an amount proportionate to the extent the leased premises are unusable.

28. CONDEMNATION: If after condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, the lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

30. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

C. Each party and each signatory to this represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any person or any signatory to this lease who is a Specially Designated and Blocked Person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability, or expense as a result of this representation.

31. BROKERS:

A. The brokers to this lease are:

Cooperating Broker License No. _____ Principal Broker License No. _____

Commercial Lease concerning: _____

Address Address

Phone Fax Phone Fax

Email Email

Cooperating Broker represents Tenant. Principal Broker: *(Check only one)*
represents Landlord only.
represents Tenant only is
intermediary between Landlord and Tenant

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one)*
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant
 - (2) Cooperating Broker's fee will be paid according to: *(Check only one)*
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant
 - (b) the attached Addendum for Broker's Fee

32. ADDENDA: Incorporated into this lease are the addenda listed below. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

33. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,
and a copy to: _____
Address: _____
Phone: _____ **Fax:** _____
 Tenant also consents to receive notices by email at: _____

34. SPECIAL PROVISIONS:

35. AGREEMENT OF PARTIES

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: all Tenants are jointly and severally liable for all provisions of this lease. Any act or

The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease. Initialed for Identification by the Tenant _____, _____, and Landlord _____, _____

Commercial Lease concerning: _____

notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable, the remainder of the lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual, or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term of this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside of Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance instructions. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Tenant
By _____

Landlord
By _____

Printed Name

Printed Name

Title

Title

Tenant
By _____

Landlord
By _____

Printed Name

Printed Name

Title

Title