

EXHIBIT A

TERMS AND CONDITIONS

1. Premises and Term. Licensor hereby grants to Licensee a revocable, non-exclusive license to use the Fitness Center for the purposes set forth in Section 2 below. The term of this Agreement (the "Term") shall begin on the date hereof and, unless sooner terminated or revoked by Licensor, shall expire on the earlier to occur of the expiration or termination of: (i) Licensee's employment with Tenant, (ii) the Tenant's lease for the Leased Premises ("Lease"), or (iii) Tenant's right of possession of the Leased Premises. Notwithstanding anything herein to the contrary, Licensor may terminate this Agreement and the license granted hereunder or otherwise close the Fitness Center at any time and for any reason or no reason whatsoever. The non-exclusive, revocable license granted hereunder to Licensee to use the Fitness Center may be terminated by Licensor as provided herein, without payment of a termination fee or other consideration.

2. Use. Licensee shall use the Fitness Center for the sole and exclusive purposes of physical fitness and exercise training, and the activities, facilities, programs and services offered or available at the Fitness Center from time to time, including but not limited to the use of equipment and machinery in connection therewith (the "Use"). Licensee acknowledges and agrees that it shall not permit or invite or allow any person or guest to enter into or use the Fitness Center.

3. Acknowledgment of Risks. Licensee acknowledges and agrees that: (i) the Fitness Center shall be unmanned and unsupervised; (ii) any and all employees of Licensor or Hines Interests Limited Partnership ("Hines"), or any successor or assignee of the foregoing, who may be present at any time in the Fitness Center are not trained or authorized to provide, health, fitness or medical assistance or advice; (iii) Licensor does not manufacture or own the fitness equipment to be located in the Fitness Center, but rather leases the equipment, and shall not be held liable for any defective equipment; (iv) each person, including Licensee, has a different physical capacity for participating in physical fitness and exercise training, (v) there are inherent hazards, risks and dangers with physical fitness and exercise training, (vi) injuries are relatively common and despite the age, experience or level of fitness of the participant, such injuries are often difficult to avoid, and (vii) Licensee is subject to harm, injury and damage from physical fitness and exercise training and that no preplanning can eliminate, prevent or control such hazards, risks and dangers. Notwithstanding the foregoing, Licensee desires to use the Fitness Center for the Use. Licensee's use of the Fitness Center is strictly voluntary. Licensee's use of the Fitness Center is at Licensee's sole risk and Licensee expressly, knowingly, voluntarily, unconditionally and willingly assumes any and all risk of personal injury, bodily injury, illness, death, property loss, damage or theft or any other Claim (as defined below) (collectively, "Harm") arising out of, resulting from, in connection with and related to Licensee's Use of the Fitness Center. Licensee hereby assumes all responsibility for its Use of the Fitness Center.

4. Statement of Fitness for Exercise. Licensee represents and warrants to Licensor that it is physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent its participation in the Use of the Fitness Center. Licensee represents and warrants to Licensor that it has had a physical examination by a medical doctor licensed by the State of Texas and has received the consultation and permission from such medical doctor licensed by the State of Texas to participate in a physical fitness program, and the Use of the Fitness Center.

5. Waiver and Release and Indemnity. Licensee intends to use the Fitness Center for the Use and in consideration thereof, Licensee hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all past, present and future claims, losses, costs (including, but not limited to, costs of defense or settlement, attorneys' fees and court costs), expenses, liabilities, demands or causes of action (collectively referred to as the "Claims"), from and against Licensor, Hines and their respective partners, members, managers, officers, directors, shareholders, subsidiaries, representatives, affiliates, employees, staff, agents and all others acting on behalf of Licensor or Hines (collectively referred to as the "Indemnified Parties") that arise out of, result from, are in connection with, or that relate to Licensee's entry into and Use of the Fitness Center, and Licensee covenants and agrees not to sue any of the Indemnified Parties for such Claims or any Harm in connection therewith. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against or Harm in connection therewith arise, or are alleged to arise, from the NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH ANY CLAIMS OF ANY PERSON OR PERSONS ARISING OUT, RELATED TO, IN CONNECTION WITH OR IN ANY WAY RESULTING FROM OR CAUSED IN ANY WAY BY (I) LICENSEE'S ENTRY INTO AND USE OF THE FITNESS CENTER, (II) ANY ACT, OMISSION, OR NEGLIGENCE OF LICENSEE OR THE INDEMNIFIED PARTIES, (III) ANY AND ALL ACCIDENTS WITHIN, OR AMAGE TO THE PROPERTY OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LICENSEE) LOCATED IN, ON OR ABOUT THE FITNESS CENTER, AND (IV) HARM IN, ON OR ABOUT THE FITNESS CENTER. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO LICENSEE, LICENSEE'S HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY HARM ARISING OUT OF, IN CONNECTION, RESULTING FROM WITH OR RELATED TO LICENSEE'S USE OF THE FITNESS CENTER. Without in any way limiting the foregoing provisions, Licensee agrees that the liability of Licensor for any Claim or Harm for which Licensor is held responsible to Licensee shall be limited to Licensor's interest in the Building. This Section shall survive the expiration or termination of this Agreement.

6. Compliance with all Applicable Laws. Licensee, at its sole cost and expense, shall at all times during the Term hereof comply with all applicable laws, ordinances, rules, regulations and requirements of any governmental authority having jurisdiction over Licensee's entry into and Use of the Fitness Center. Licensee, at its sole cost and expense, shall comply in all respects with the rules and regulations for its use of the Fitness Center established by Licensor from time to time. The current rules and regulations of the Fitness Center are attached to this Agreement as EXHIBIT B. Licensor and/or Hines reserve the right to revise and add to such rules and regulations from time to time as deemed necessary by Licensor and/or Hines. Licensor, at its sole and exclusive discretion, shall establish the hours of operation of the Fitness Center.

7. Security. LICENSEE SPECIFICALLY ACKNOWLEDGES THAT LICENSOR HAS NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE FITNESS CENTER AND LICENSEE HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF AND ITS PROPERTY, IN, ON, ABOUT OR WITHIN THE FITNESS CENTER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LICENSOR ELECTS TO PROVIDE ANY SECURITY, LICENSOR IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR

EQUIPMENT AND THAT LICENSEE IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF CAUSING HARM IN, ON OR AROUND THE FITNESS CENTER.

8. Final Release. Licensee represents that it thoroughly and completely understands that this Agreement contains a complete and final release and indemnity, that it is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made or allegedly made by the Indemnified Parties has influenced Licensee in causing him/her to sign this Agreement.

9. Waiver of Jury Trial. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER, IN RELATION TO, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR THE PARTIES HERETO, WHETHER CONTRACTUAL, STATUTORY, AT LAW OR AT EQUITY OR OTHERWISE INVOLVING LICENSOR AND LICENSEE, LICENSOR AND LICENSEE HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY. LICENSOR AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS AND HAS BEEN SPECIFICALLY BARGAINED FOR BY LICENSOR AND LICENSEE, AND LICENSOR AND LICENSEE KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER OF TRIAL BY JURY. LICENSOR AND LICENSEE REPRESENT THAT LICENSOR AND LICENSEE EACH HAS READ THIS WAIVER OF JURY TRIAL, HAD AN OPPORTUNITY TO DISCUSS SUCH WAIVER OF JURY TRIAL WITH AN ATTORNEY AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTERED INTO THIS PROVISION. LICENSOR AND LICENSEE EACH ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER OF JURY TRIAL. THIS WAIVER OF JURY TRIAL HAS BEEN BARGAINED FOR BETWEEN LICENSOR AND LICENSEE, AND IF LICENSEE REQUIRED LICENSOR TO AGREE TO A JURY TRIAL, THE TERMS, CONDITIONS AND ECONOMICS OF THIS AGREEMENT BETWEEN THE PARTIES WOULD HAVE BEEN AFFECTED AND IN CONSIDERATION THEREFOR, LICENSEE HAS AGREED TO THIS WAIVER OF JURY TRIAL. This Section shall survive the expiration of termination of this Agreement.

10. Miscellaneous Agreements. This Agreement and the rights of Licensee hereunder are not assignable or transferable by Licensee. The terms, covenants, conditions and provisions contained in this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee, and their respective heirs, representatives, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Licensor and Licensee each does hereby covenant and agree that jurisdiction and venue with respect to all actions and proceedings instituted by either party to enforce this Agreement or to otherwise seek a declaration of rights under this Agreement shall be in Harris County, Texas, and any lawsuit filed and prosecuted in connection therewith shall be exclusive in any State District Court of Harris County, Texas, or in any United States District Court for the Southern District of Texas, Houston Division. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the intended recipient at the address set forth on page 1 of the Agreement.

EXHIBIT B

FITNESS CENTER - RULES AND REGULATIONS

All users of the Fitness Center are required to have their 609 Main access card with them at all times while using the facility.

1. Only tenants of 609 Main and their employees are allowed in the Fitness Center. No guests are allowed in the Fitness Center.
2. Prior to participation, a Fitness Center License Agreement must be completed and on file.
3. A building access card issued to the participant is required in order to be admitted into the Fitness Center.
4. The access card issued to the participant is not allowed to be used by anyone other than the participant.
5. No one is allowed in the Fitness Center when the facility is closed.
6. Proper attire is required at all times - shirts and athletic shoes are required. NO jeans and NO open-toe shoes are allowed.
7. Do not use any equipment unless you are knowledgeable about how to use it properly.
8. Equipment is to be wiped down after each use. You must provide your own towels.
9. Observe Fitness Center etiquette and demonstrate courtesy toward others in the facility at all times.
10. No horseplay; loud or offensive language; or other inappropriate behavior will be tolerated.
11. Show respect for equipment and facilities at all times. Do not drop or throw weights.
12. You may be expelled immediately if you misuse equipment or the facility.
13. Utilize spotters/ locks when necessary (e.g., overhead lifts, squats, bench presses, platform or Olympic lifts).
14. Equipment is to be kept off the floor and must be returned to proper racks when lifting is completed.
15. Keep the facility flow path clear; remove any obstructions.
16. Management personnel have authority over all room conduct and use of equipment, including sound and video systems.
17. Injuries and defective equipment are to be reported to the Hines Management Office immediately.
18. No tobacco products, food, chewing gum, glass bottles or cans are allowed. Plastic water bottles are acceptable.
19. No alcohol, drugs, and/or banned substances are allowed in the Fitness Center.
20. Owner and Hines are not responsible for personal belongings or lost or stolen items.
21. Lockers are available on a first-come basis and you must provide your own lock. Locks and items left in lockers overnight will be removed.
22. FAILURE TO COMPLY WITH STATED RULES WILL RESULT IN CANCELLATION OF ACCESS TO FACILITY.

OFFICE USE ONLY

Reviewed by: _____ Notes: _____