

**AMENDEDMENT TO FY14 FUNDING AGREEMENT BETWEEN THE CITY OF BRYAN
AND THE BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU.**

This AMENDMENT TO FUNDING AGREEMENT (the "Agreement") is made and entered into this the _____ day of May, 2014 between the CITY OF BRYAN, a Texas Home Rule Municipal Corporation, (hereinafter referred to as " BRYAN"), and the BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU, a Non-Profit Corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "CVB").

WHEREAS, pursuant to its discretionary powers authorized under V.T.C.A. Tax Code, Chapter 351, as amended, BRYAN adopted an ordinance imposing a hotel/ motel occupancy tax upon the occupants of hotels/ motels within its city limits in conformity with the laws of the State of Texas; and

WHEREAS, pursuant to V.T.C.A. Tax Code, Chapter 351, as amended, BRYAN may use the proceeds of the hotel/ motel occupancy tax for the promotion of tourism and the hotel and convention industry; and

WHEREAS, BRYAN has determined the promotion of tourism and the hotel and convention industry can best be accomplished by CVB through attracting, promoting, developing, presenting, producing and encouraging visitors and conventions to come to the community; and

WHEREAS, the CVB and BRYAN entered into a Funding Agreement for FY14 on December 9, 2013, (the "FUNDING AGREEMENT"); and

WHEREAS, due to the sale and impending demolition of the site of its current location, the CVB will be required to relocate and has identified a new location on University Drive in College Station; and

WHEREAS, the CVB has requested the City of Bryan pay a twenty five percent (25%) portion of the anticipated FY14 cost of the relocation in the amount of \$12,807.50. This amount includes rent, moving expenses, storage expenses, new signage, stationery and expenses for minor construction; and

WHEREAS, the Bryan City Council finds the increase in its FY14 funding to the CVB in the amount of \$12,807.50 for relocation costs to be a reasonable and necessary expense.

NOW, THEREFORE, in consideration of the mutual benefits and promises made herein, the parties agree as follows:

1. **RECITALS.** The above Recitals are true, correct and form a material part of this Agreement, and are hereby incorporated by reference and made a part hereof .

2. **FUNDING.** The first paragraph of Section I of the Funding Agreement is hereby amended to read as follows:

BRYAN hereby grants the total sum of **\$184,849.50** to CVB for FY14 from the funds actually collected and received by BRYAN from the hotel/ motel occupancy tax. Payment shall be made as follows:

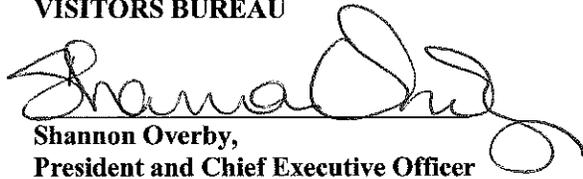
Payment Number	Amount	Payment Date
1.	43,010.50	December 15, 2013
2.	43,010.50	February 15, 2014
3.	<u>49,414.25</u>	May 15, 2014
4.	<u>49,414.25</u>	August 15, 2014

3. **ADDITIONAL TERMS AND CONDITIONS.** All additional terms and conditions of the Funding Agreement between BRYAN and the CVB shall remain in full force and effect and shall bind the parties hereto, their successors and assigns.

4. **EFFECTIVE DATE.** This Agreement shall become effective on the date upon which the Agreement has been properly executed by all of the parties.

Executed this _____ day of May, 2014.

BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU


Shannon Overby,
President and Chief Executive Officer

CITY OF BRYAN

ATTEST:

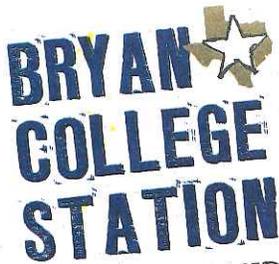
APPROVED:

Mary Lynne Stratta, City Secretary

Jason P. Bienski, Mayor

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney



CONVENTION AND
VISITORS BUREAU

MEET · PLAY · VISIT

March 28, 2014

Mr Dunn:

As you know, the Bryan-College Station Convention & Visitors Bureau (BCSCVB) will need to find a new location in the very new future. Our current site has sold and will soon undergo demolition and reconstruction. The BCSCVB has located a new office on University Drive (about ½ mile from our current location) at a reasonable rate. We signed the lease agreement today as the City of College Station approved our budget increase at yesterday evening's council meeting to cover rent and moving expenses.

Attached you will find a list of expected expenses to move and pay rent through the end of FY2014. As we represent both Bryan and College Station, we are asking for both cities to share in the increased finances proportionately.

As you will see on the attached spreadsheet, Bryan's portion of the expenses for the remainder of this year is 25% of the total – coming to \$12,807.50.

Please let me know what other information you need from me to move forward with this request.

Thank you for your help and support.

Sincerely,

Shannon Overby, CMP
Executive Director
Bryan-College Station Convention & Visitors Bureau

VISITAGGIELAND.COM

715 University Drive East, College Station, TX 77840 T. 800.777.8292 · P. 979.260.9898 · F. 979.260.9800

FY15
~~FY14~~

FY14
~~FY13~~

Rent	\$ 3,932.50	\$ 15,730.00	based on July-September + 1 month deposit	\$ 47,190.00
Off Site Storage	\$100/mo	\$ 600.00	April-September	\$ 1,200.00
Moving Co		\$ 7,000.00		
Construction		\$ 5,000.00	(to move existing cabinets - Ryan Ludell)	
New Signage		\$ 12,000.00	Wakefield - Casey/Mike	
moving Wayfinding		\$ 2,000.00	NSP	
New stationary		\$ 2,500.00	TX Printing	
moving computers, networking		\$ 4,000.00	Scott Ralston	
moving and setting up phone system		\$ 2,000.00	Lindsay Comm	
moving and setting up leased copiers/printers		\$ 400.00	Dahill & CTWP	
TOTAL		\$ 51,230.00		\$ 48,390.00
Bryan		\$ 12,807.50		\$ 12,097.50
College Station		\$ 38,422.50		\$ 36,292.50



OFFICE PARK LEASE AGREEMENT

THIS OFFICE PARK LEASE is made by and between **1101 Partnership, LP** ("Landlord") and **Brazos Valley Convention and Visitors Bureau** ("Tenant"), for lease space in the office park known as **UNIVERSITY PARK PLAZA** ("Office Park"), located at 1101 University Drive East, Suite 108, College Station, Brazos County, Texas 77840.

IN CONSIDERATION OF the obligation of Tenant to pay rent and other charges as herein provided and in consideration of the terms, covenants and conditions hereof, Landlord leases to Tenant and Tenant hereby takes from Landlord, the Leased Premises described in Section 1.1 (a), all upon the terms and conditions set forth in this Lease.

ARTICLE I

REFERENCE PROVISIONS AND TERM

Section 1.1 - Reference Provisions.

(a) **LEASED PREMISES** - designated by the outlined area on the site plan attached as Exhibit "B" and containing approximately **3,146 square feet** located within the Office Park located on that tract or parcel of land described in Exhibit "A". The Gross Leasable Area for Buildings A, B & C in square feet is 29,254, therefore, for purposes of pro-rata calculations in accordance with this Lease, Tenant's Share shall mean $3,146/29,254=10.75\%$.

(b) **TERM** - shall be for a period of **THIRTY-NINE (39)** full calendar months plus the first partial calendar month, if any, as further defined in Section 1.2. Provided that Tenant is in compliance with all terms and conditions contained in this Lease.

(c) **ESTIMATED TENDER DATE** – The date the lease is fully executed.

(d) **MINIMUM MONTHLY BASE RENT** ("Rent" or "Rental") - The amount payable in monthly installments, as specified in Section 2.1, as follows:

Months 01 thru 03:	\$0.00 per month (\$0.00 / sq. ft. per year)
Months 04 thru 39:	\$3,932.50 per month (\$15.00 / sq. ft per year)

(e) **PERCENTAGE RENT AND BASE RECEIPTS AMOUNT** - INTENTIONALLY DELETED.

(f) **SHARE OF COMMON AREA COSTS, REAL ESTATE TAXES, UTILITIES, AND INSURANCE** - As specified in Sections 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 ("Additional Rents").

(g) **SECURITY DEPOSIT** – **THREE THOUSAND NINE HUNDRED THIRTY TWO DOLLARS AND 50/100THS (\$3,932.50)** to be paid upon Lease execution.

(h) **PREPAID RENT** - Tenant shall prepay upon lease execution, one (1) month's Rent in the amount of **THREE THOUSAND NINE HUNDRED THIRTY TWO DOLLARS AND 50/100THS (\$3,932.50)** to be applied to the fourth's month's Rent under this Lease.

(i) **LATE PAYMENT** - A late payment penalty of **ONE HUNDRED FIFTY**

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DOLLARS AND NO/100^{THS} (\$150.00)

(j) USE - Tenant shall be entitled to use and occupy the Leased Premises for office use and for no other purpose.

(k) NOTICE ADDRESS:

LANDLORD

1101 Partnership, LP
c/o Oldham Goodwin Group, LLC
2800 South Texas Avenue
Suite 401
Bryan, Texas 77802

TENANT

Brazos Valley Convention
and Visitors Bureau

Attn:

Shannon Oretby
1101 University Dr E, Ste 108
College Station, TX 77810

Section 1.2 - Term. Tenant takes the Leased Premises from Landlord, upon the terms and conditions herein contained, to have and to hold the same for the term of **THIRTY-NINE Full Months (39)**, commencing on the "Commencement Date", as defined below, and terminating **THIRTY-NINE Full Months (39)** thereafter "Termination Date", unless sooner terminated as herein provided.

The term of this Lease and Tenant's obligations to pay Minimum Monthly Base Rent and all other charges due under this Lease will commence upon the "Commencement Date". Although the Lease Term may commence at a date after the execution of this Lease, Landlord and Tenant will have vested rights immediately upon the full execution of this Lease and the Lease will be fully binding and in full force and effect from and after the execution of this document by Landlord and Tenant.

(a) Commencement Date - The date upon which the term of this Lease commences shall be April 1, 2014.

In the event Tenant shall, or be required to, open for business on a day other than the first day of the month, then Rent shall be immediately paid for such fractional month prorated on the basis of the actual number of days in that month and the Term of the Lease shall commence on the first day of the month next succeeding. By opening for business, Tenant shall be deemed to have accepted the Leased Premises, to have acknowledged that the same are in satisfactory condition, and to have agreed that the obligations of the Landlord imposed under this Lease have been fully performed as of said Commencement Date.

In the event Landlord permits Tenant to occupy all or any portion of the Leased Premises prior to the Commencement Date of the Lease Term, such occupancy shall be subject to all the Terms and conditions of this Lease, except for the obligations of the Tenant to pay Minimum Monthly Base Rent and Additional Rent. Said early possession shall not advance the Termination Date herein provided.

(b) Tender Date - The date the Lease is fully executed.

(c) Termination Date - This Lease shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of notice from either Landlord or Tenant to terminate the same. Tenant hereby waives notice to vacate or quit the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Leased Premises

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from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if Tenant fails to surrender the Leased Premises at the end of the Term, or any renewal thereof, Tenant will be liable to Landlord for any and all reasonable damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Leased Premises to such succeeding tenant.

ARTICLE II

RENT AND ADDITIONAL RENTS

Section 2.1 - Minimum Monthly Base Rent. Tenant agrees to pay Landlord throughout the Term of this Lease, without demand and without any deduction, abatement, or set-off, the Rent provided in Section 1.1 (d), payable in monthly installments, in advance, and on the first day of each calendar month throughout the Term.

Rent shall commence Ninety (90) days after the Commencement Date, as set forth in Section 1.2, with proration of Rent for any partial calendar month of the Term. All Rent is to be paid in lawful money of the United States of America.

Section 2.2 - Real Estate Taxes. Tenant shall pay directly to the appropriate taxing authorities all taxes imposed upon Tenant's business operation and personal property.

"Real Estate Taxes" means the amount (in dollars) of taxes and/or special assessments together with any and all expenses incurred by Landlord in the good faith negotiating, appealing, or contesting such taxes and assessments, both general and special, levied, or assessed, against the land and improvements of the Office Park, said Taxes to be either ad valorem taxes or a substitution which may be designated as appropriate by applicable governing authorities in any tax year or fraction thereof. Excluded are all estate or death, succession, income or franchise taxes.

During the initial term and any option or renewal period, except as otherwise provided herein, Landlord will pay all Real Estate Taxes which may be levied or assessed by any lawful authority against the land and improvements in the Office Park. If the amount of the Real Estate Taxes levied or assessed against the Office Park shall exceed in any calendar year the Base Tax Amount (as herein defined), Tenant shall pay to Landlord as additional rental Tenant's Share of said excess amount. The term "Base Tax Amount" shall mean the amount of real property taxes levied or assessed against the Office Park for the Base Tax Year (as herein defined). The term "Base Tax Year" shall mean the calendar year 2014. The payment, if any, to be made by Tenant for the tax year in which the Commencement Date falls and for the tax year in which this Lease terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as the number of lease months falling within such tax year bears to a full tax year. The initial payment by Tenant of the Additional Rent provided for in Section 2.7 shall be paid to Landlord in one lump sum within **Thirty Days (30)** after demand therefore by Landlord. Thereafter, any such excess shall be paid by Tenant monthly in amounts equal to the amount of the increase for the prior tax year divided by **Twelve (12)**, such payments to be made at the same time as, and in addition to, the payment of the Minimum Monthly Base Rent. In the event that the total monthly payments of Additional Rent made by

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Tenant as provided for in Section 2.7 for any calendar year, or fractional part thereof, does not equal Tenant's proportionate share of the total amount of the increase in such taxes for such calendar year, or fractional part thereof, over and above the Base Tax Amount, then Tenant shall pay to Landlord any such deficiency within **Thirty Days (30)** after demand therefore by Landlord. An official tax bill or copy submitted by Landlord or Tenant shall be conclusive evidence of the amount of tax assessed or levied.

Section 2.3 – Intentionally omitted

Section 2.4 - Common Area Maintenance and Operating Costs.

Landlord covenants that an area equal to the common area ("Common Area"), consisting of landscaped beds, grass covered beds, sidewalks, driveways, parking areas, etc., shall be at all times available for the non-exclusive use of Tenants, their agents, employees, customers, licensees and sub-tenants in common with Landlord, and all of which shall be subject to Landlord's sole management and control including reasonable rules and regulations governing its use and shall be maintained and operated in such a manner as Landlord, in its sole discretion, shall determine during the full Term of this Lease. Landlord reserves the right to change the entrances, exits, traffic lanes, and the boundaries and locations of such Common Areas, and to restrict employee parking to a limited designated area or areas.

Tenant shall be responsible for Tenant's Share of the Common Area Maintenance and Operating Expenses that exceed the Base Year 2014 expenses stop. Tenant is responsible for any janitorial service used within the Leased Premises.

Section 2.5 - Utility Charges. Tenant shall pay, before delinquency, all charges for water, gas, electricity, telephone service and all other utilities used in, upon or about the Leased Premises by Tenant or any of its sub-tenants, licensees or concessionaires during the Term of this Lease. If Landlord elects to supply utility services to the Leased Premises, then in consideration for the same, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Utilities as specified in this Section 2.5 with no deduction or set-off in monthly installments during each year of the Term of the Lease.

Within **Thirty Days (30)** after the receipt of Landlord's statement showing the total amount paid in advance by Tenant and a statement showing the actual Utilities paid, or to be paid, by Landlord, there shall be an adjustment between Landlord and Tenant and payment shall be made to, or refund made by, Landlord to the end that Landlord shall receive the precise amount of Tenant's Pro Rata Share of Utilities paid for the preceding year. Failure of Tenant to pay Tenant's Pro Rata Share of Utilities in the manner and time provided shall constitute a default of payment of Rent. If the aggregate of the Tenant's monthly payments is less than the total amount due for the preceding year, and this deficiency is determined to be constant and recurring, then an increase in Tenant's Additional Rent will be charged to reflect the additional amounts due per month for the current year.

Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of Rent or other charges.

Section 2.6 - Insurance. During the term of this Lease, Landlord shall secure and maintain policies of insurance insuring the buildings of the Office Park (but not the contents thereof) against loss or damage by fire or other casualty under a standard extended coverage

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endorsement/multi-peril policy. Tenant shall not be named as an insured party in such policies, and Tenant shall have no right to any part of the proceeds. Any such coverage above may be obtained by Landlord by means of a "blanket" policy. In addition, Landlord may maintain in force such umbrella policy or policies of public liability insurance as Landlord, in its sole discretion, may deem appropriate.

Section 2.7 - Additional Rent. In addition to Minimum Monthly Base Rent, any and all other payments to be made by Tenant, without any deduction, abatement, or set-off throughout the Lease Term, shall be deemed, for the purpose of securing the collection thereof, to be Additional Rent, and shall be due and payable unless otherwise stated herein, on demand, or together with the next succeeding installment of Minimum Monthly Base Rent, which ever shall first occur. Landlord shall have the same rights and remedies upon Tenant's failure to pay Additional Rent as for the non-payment of Minimum Monthly Base Rent

Section 2.8 - Security Deposit. Tenant, has deposited with Landlord the sum referred to in Section 1.1 (g) which is the deposit being given to secure the faithful performance by the Tenant of all the terms, covenants and conditions of this Lease. Tenant agrees that if Tenant fails to pay Rent or Additional Rent promptly when due, the deposit may, at option of the Landlord be applied to any Rent or Additional Rent due and unpaid. If Tenant violates any of the other terms, covenants and conditions of this Lease, said deposit may be applied to any damage suffered by Landlord as a result of Tenant's default, to the extent of the amount of the damages suffered. Should any of the deposit have to be used to pay Rent due for any reason, and if this Lease is kept in full force and effect, at option of Landlord, Tenant shall restore the amount of said depletion of the deposit within **Thirty Days (30)** after written notice to Tenant, by Landlord, of such depletion of the deposit.

Nothing contained in this Section 2.8 shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided in Article X, by law, or in equity. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay the Rent when due and all other sums payable by Tenant to Landlord, the deposit shall be returned in full to Tenant within **Thirty Days (30)** from the end of the Lease Term.

Landlord shall deliver the funds deposited by Tenant to any purchaser of Landlord's interest in the Leased Premises in the event that such interest be sold, and Landlord shall be discharged from further liability with respect to such deposit.

Section 2.9 - Recurring Defaults. If within any **Twelve Month Period (12)**, during the Term of the Lease, Tenant shall fail for **Two (2)** months within a **Twelve Month Calendar Year (12)** to make payment on the date any Rents and/or other payments provided hereunder are due and payable to Landlord, the Landlord shall have the immediate right, without the necessity of giving notice of default, to pursue the rights and remedies provided in Article X.

Section 2.10 - Late Payments.

All other sums and charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to the Terms of this Lease constitute Additional Rent and failure by Tenant to timely pay such others sums or charges may be treated by landlord as a failure by Tenant to pay the Rent.

Each monthly installment of the Minimum Monthly Base Rent is payable in advance to Landlord, without demand at Landlord's address set out below (or at such other address as may subsequently be furnished by Landlord for such purpose), on or before the first

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day of each month without a grace period. Rent received after the first day of the month shall be deemed delinquent, and if said Rent is not received by Landlord on or before the **Fifth (5th)** day of the month, Tenant shall pay a late charge penalty to Landlord in an amount equal to **One Hundred Fifty Dollars and no/100ths (\$150.00)**. However, in no event shall the amount charged, collected or received by Landlord exceed the maximum amount permitted by applicable law. Tenant shall pay to Landlord **Twenty Five and no/100ths (\$25.00) (or amount charged to Landlord by the bank)** for each returned check.

Acceptance by Landlord of any late Rent payment and late payment penalty due therefore shall not constitute a waiver of any of Landlord's rights and remedies available in connection with any subsequent failure of Tenant to pay the Rent (or Additional Rent) or to make any other payment due Landlord hereunder in the manner or time provided for herein. If tender of late Rent (or Additional Rent) or any other payment due Landlord hereunder is made, Landlord at its sole discretion, shall have the option to accept the tendered late Rent payment and late payment penalty computed as above specified, or to pursue the rights and remedies provided in Article X without the necessity of any further notice or demand.

ARTICLE III

ACCEPTANCE AND CONSTRUCTION OF LEASED PREMISES

Section 3.1 - Acceptance and Construction of Leased Premises. Tenant agrees to accept the Leased Premises in "as is" condition. Landlord and at Landlord's sole cost and expense shall "turn-key" the Leased Premises in accordance with the improvements outlined in attached Exhibit C.

ARTICLE IV

USE OF LEASED PREMISES

Section 4.1 - Use. Subject to, and in accordance with, all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, any applicable fire insurance rating organization, any applicable board of fire insurance underwriters and Landlord's insurance carrier, Tenant shall use the Leased Premises as provided for in Section 1.1 (j) and for no other purposes without written consent from Landlord.

Section 4.2 - Continuous Operation By Tenant. Tenant shall open the Leased Premises for business within a reasonable time after completion of the "turn-key" construction in the Leased Premises. and operate **One Hundred Percent (100%)** of the Leased Premises during the entire Term under the trade name set forth in this Lease or such other trade name as Landlord may approve in writing.

Tenant shall conduct its business in the Leased Premises at least **Five Days (5)** per week, (generally Monday through Friday), and for such hours of operation as determined by Landlord for compliance with the terms of opening and closing for the majority of tenants located within the Office Park. Permitted hours of operation shall be from 7:00 A.M. to 7:00 P.M.

Section 4.3 - Additional Covenants of Tenant. Tenant's use of the Leased Premises and the Common Areas shall be subject to the Rules and Regulations attached as Exhibit "D" and to any additional rules and regulations from time to time adopted by Landlord governing the use of the parking areas, walks, driveways, passageways, signs, exteriors

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of buildings, lighting and other matters affecting other tenants and the general management and appearance of the Office Park. It is understood that violation of any of these Rules and Regulations shall constitute a material breach of this Lease for which Landlord has all the rights and remedies provided for in Article X.

Section 4.4 - Signs. Landlord may erect and maintain such suitable signs as Landlord in Landlord's sole discretion may deem appropriate to advertise the Office Park. Tenant may not erect any exterior signage, nor install any interior signage visible to the public, without prior written approval of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Requests for Landlord approval should be made by the Tenant in writing, and should include a drawing of the proposed signage. Said signage should conform to the signage criteria established by the Landlord in Exhibit "E".

If Tenant has not completed installation of its storefront sign within **Sixty Days (60)** of Tenant's Commencement Date as defined in this Lease, then Landlord may elect to hire and supervise a company to build and install Tenant's sign. Any and all costs incurred by the Landlord to install such signage will be billed directly to the Tenant, as Additional Rent. Full payment shall be made to Landlord, by Tenant, within **Thirty Days (30)** of the Landlord's written notification to the Tenant.

ARTICLE V

INSURANCE REQUIRED

Section 5.1 - Insurance Required of Tenant. During the entire Term of this Lease, the Tenant shall, at the Tenant's sole cost and expense, maintain fire insurance, contents insurance, general liability insurance with personal injury endorsement against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of Leased Premises, or by the condition of Leased Premises, for personal injury, death or property damage (including glass breakage) occurring in, upon or about the Leased Premises and on any sidewalks directly adjacent to the Leased Premises. The limitation of liability of such insurance shall not be less than \$2,000,000.00 in respect to injury or death in any accident or occurrence, and not less than \$2,000,000.00 in respect to property damage. All such policies of insurance shall be issued in the name of Tenant and shall name Landlord as an additional insured for the mutual and joint benefit and protection of both. An original copy of the certificate of insurance shall be delivered to the Landlord. Tenant and Tenant's insurance company/agency will provide no less than **Ten Days (10)** written notice to Landlord, notifying Landlord of expiration, cancellation, or reduction of coverage.

If any improvements made, or inventory/goods kept, or activities conducted in Leased Premises result in an increase in the insurance premiums carried by Landlord on the building, such increase in premiums will be included in Additional Rent, and paid to Landlord within **Thirty Days (30)** of receipt of Landlord's invoice therefore.

Section 5.2 - Waiver of Subrogation. Landlord and Tenant agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant grant to each other, on behalf of any insurer providing insurance to either of them with respect to the Leased Premises, waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

Section 5.3 - Indemnity. Tenant, as a material part of the consideration to Landlord under

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this Lease, waives all claims against Landlord for damage to goods, wares and merchandise in, upon or about Leased Premises and for injuries to persons in or about said Leased Premises, from any cause arising at any time, except due to Landlord's gross negligence; or failure to make repairs to the roof or structural repairs after written notice by Tenant to Landlord of roof or structural problems; and Tenant will hold Landlord exempt and harmless from any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the Leased Premises by Tenant, or from the failure of Tenant to keep the Leased Premises in good condition and repair.

Landlord also shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Office Park, by theft or otherwise, nor for any loss or damage to any property which Tenant could remove at the end of the Term as provided in Section 11.4.

In the event Landlord shall, without fault, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all reasonable costs, expenses and attorney's fees incurred or paid by Landlord in connection with such litigation.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.1 - Repairs by Landlord. Landlord shall not be required to make any repairs or improvements of any kind upon the Leased Premises except for necessary roof and structural repairs, nor shall Landlord be required to make any repairs when such repairs were made necessary by (a) any act or negligence of Tenant, any subtenant or concessionaire of Tenant, Tenant's employees, agents, invitees, visitors or contractors, (unless such repairs are covered by Landlord's insurance), or (b) fire or other casualty or condemnation.

Section 6.2 - Repairs and Maintenance by Tenant. Tenant shall, subject to Landlord's obligation as set forth herein, at all times during the Term, and at Tenant's sole cost and expense, repair as necessary, keep, and maintain the Leased Premises in good and sanitary order and condition, including but not limited to storefront, doors, window casements, replacement of cracked or broken glass, glazing, plumbing, pipes, electrical wiring and conduits. Tenant shall be responsible for the first \$500.00 per occurrence of any HVAC repair or replacement. Tenant repairs and maintenance not made within **Thirty Days (30)** of Landlord's notice, may be made by Landlord, at its option, and Tenant shall reimburse Landlord for the cost of the repairs within **Thirty Days (30)** from receipt of invoice, as Additional Rents. Billings, by Landlord, for such repairs will include a **Fifteen Percent (15%)** overhead charge.

Section 6.3 – Warranty Landlord shall warrant the existing HVAC, for a period of one (1) year) following lease execution.

Section 6.4 - Inspection and Entry. Landlord, and its representatives, shall have the right to enter the Leased Premises during any business day (and, in the case of an emergency, at all times) at all reasonable hours for the purpose of inspections, repairs, alterations, or additions to adjacent premises, or curing any default of Tenant that Landlord elects to cure. Landlord shall not be liable to Tenant for any expense, loss or damage from any such entry, except in the event of Landlord's gross negligence.

Tenant shall permit Landlord, at any time within **Ninety Days (90)** prior to the

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expiration of this Lease to place upon the Leased Premises any usual or ordinary "For Lease" signs and during such **Ninety Days (90)** day period, Landlord or its agents, may during normal business hours, enter upon the Leased Premises and exhibit to prospective tenants.

ARTICLE VII

ADDITIONS AND ALTERATIONS

Section 7.1 - By Landlord. In the event Landlord shall determine during the Lease Term to erect additional structures in the Office Park or remodel, renovate, or repair existing structures, Tenant hereby consents to the performance of work necessary, and to any inconvenience caused as long as such work does not prevent the use by Tenant of the Leased Premises for the purpose stated herein. The design, materials and performance of necessary work shall be in the sole unrestricted discretion of the Landlord.

Section 7.2 - By Tenant. Tenant may, from time to time, if not in default under the Terms of this Lease, at its own expense, alter, renovate or improve the Leased Premises, provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and applicable laws including, but not limited to, building codes and zoning ordinances, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Prior to commencement of all such work, Tenant shall obtain Landlord's written approval of the plans and specifications and shall cause Landlord's requirements for bonding, insurance (as set forth in Section 5.1) and other contractor requirements to be satisfied. Any work done by Tenant shall not interfere with the use by the other tenants of their premises in the Office Park.

ARTICLE VIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF THE LEASED PREMISES

Section 8.1 - Damage or Destruction. Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

In the event of (a) partial destruction of Leased Premises or the building during Lease Term which requires repairs to Leased Premises and/or building, (b) the Leased Premises or the building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either the Leased Premises or the building, Landlord shall make repairs, provided Tenant gives to Landlord **Thirty Days (30)** written notice of the necessity of such repairs. No such partial destruction (including any destruction necessary in order to make repairs required by a declaration made by public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the repairs shall interfere with the business carried on by Tenant in said Leased Premises.

If the Leased Premises are damaged or destroyed at any time during this Lease Term to the extent of more than **Twenty-Five Percent (25%)** of its then replacement cost (excluding foundations) or if the remaining term of this Lease is not sufficient to amortize the cost of reconstruction, then Landlord may elect either to terminate this Lease as hereinafter provided or to proceed to rebuild and repair the Leased Premises. Should Landlord elect to terminate this Lease, it shall give written notice of such election to Tenant

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within **Thirty Days (30)** after the occurrence of such casualty. If Landlord elects to reconstruct Leased Premises, then it shall proceed with reasonable diligence and, at its sole cost and expense, rebuild and repair the Leased Premises to the condition existing immediately prior to the occurrence of the loss. Tenant covenants and agrees to reopen for business within **Fifteen Days (15)** after notice from Landlord that Leased Premises are ready to occupy. No damage or destruction of the Leased Premises shall allow Tenant to surrender possession of the Leased Premises nor affect Tenant's liability for the payment of rent (except as provided herein) or any other covenant herein. If the Leased Premises are not repaired within One Hundred and Eighty (180) days of the occurrence of the casualty, Tenant shall have the right to terminate this lease. If the 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 restored by an amount proportionate to the extent the Leased Premises are unusable.

Section 8.2 - Condemnation. If more than **Twenty Percent (20%)** of the floor area of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

If less than **Twenty Percent (20%)** of the floor area of the Leased Premises should be taken as aforesaid, this Lease shall not terminate; however, the Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession takes place. Landlord shall then make all necessary repairs or alterations within the scope of Landlord's Work as described in Exhibit "C" to make the Leased Premises an architectural whole.

If any part of the Common Area shall be taken as aforesaid, this Lease shall not terminate, nor shall the Rent change, except that either Landlord or Tenant may terminate this Lease if the Common Area remaining following such taking, including any additional parking area provided by Landlord in reasonable proximity to the Office Park, is less than **Fifty Percent (50%)** of the parking area before the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within **Thirty Days (30)** after the date physical possession is taken by the condemning authority.

ARTICLE IX

RIGHTS OF MORTGAGEE

Tenant accepts this Lease subject and subordinate to any recorded lease, mortgage or deed of trust lien presently existing, if any, or hereafter encumbering the Office Park and to all existing ordinances and recorded restrictions, covenants, easements, and agreements with respect to the Office Park. Landlord hereby is irrevocably vested with full power and authority to subordinate Tenant's interest under this Lease to any mortgage or deed of trust lien hereafter placed on the Office Park. Upon any foreclosure, judicially or non-judicially, of any such mortgage, or the sale of the Property in lieu of foreclosure, or any other transfer of Landlord's interest in the Office Park, whether or not in connection with a mortgage, Tenant hereby does, and hereafter agrees to attorn to the purchaser at such foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Landlord's interest, and shall recognize such purchaser, grantee, or other transferee as Landlord's under this Lease, and no further attornment or other agreement shall be required to effect or evidence Tenant's attornment to and recognition of such purchaser or grantee as Landlord hereunder. Such agreement of Tenant to attorn shall survive any such foreclosure sale, trustee sale, conveyance in lieu

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thereof, or any other transfer of Landlord's interest in the property. Tenant, upon demand, at any time, before or after any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or other transfer shall execute, acknowledge, and deliver to the prospective transferee and/or mortgage the Lease Subordination, Non-disturbance and Attornment Agreement and any additional written instruments and certificates evidencing such attornment as the mortgagee or other prospective transferee may reasonably require. Tenant hereby irrevocably appoints Landlord as Tenant's agent and attorney-in-fact for the purpose of executing, acknowledging, and delivering any such instruments and certificates; such designation as attorney-in-fact shall be deemed coupled with an interest. Notwithstanding anything to the contrary implied in this Article, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to the Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

ARTICLE X

DEFAULT

Section 10.1 - Default. The following events shall be deemed to be events of default by Tenant under this Lease:

1) Tenant shall fail to pay any installment of Rent or Additional Rents or any other expenses due Landlord as herein provided and such failure shall continue for a period of **Ten Days (10)** after the date of written notice from Landlord.

2) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than payments described in #1 above), within **Thirty Days (30)** following written notice from Landlord or if such default is incapable of being cured within Thirty (30) days, Tenant fails to commence the necessary remedy within the said Thirty (30) days.

3) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

4) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

5) A receiver or Trustee shall be appointed for all Leased Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

6) Tenant shall desert or vacate any portion of the Leased Premises.

7) Tenant shall permit, or itself do, anything which creates a lien upon the Office Park.

8) The business operated by Tenant shall be closed for (a) failure to pay any State sales tax as required, (b) failure to make payments due under any financing for furniture, fixtures, inventory or other business purpose loan, or, (c) for any other reason not enumerated herein.

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9) Tenant shall fail to begin construction of improvements to Leased Premises within **Thirty Days (30)** after the Tender Date by Landlord.

Section 10.2 - Landlord's Rights on Default. If Tenant shall not have cured its default within the **Ten Days (10)** provided for in this Lease, then Landlord shall be entitled to apply the Security Deposit, if any, as provided in Section 2.8 to any unpaid amounts. If Tenant is still in default, (monetary or non-monetary), Landlord may exercise any one or more of the following options:

1) Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent, Additional Rent and other charges when due.

2) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant shall fail to do so, Landlord may, without prejudice to any other remedy which it may have for possession or unpaid Rental amounts enter upon and take possession of the Leased Premises and expel or remove Tenant and any other persons who may be occupying said Leased Premises.

3) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other persons who may be occupying said Leased Premises.

4) Enter upon the Leased Premises and do whatever Tenant is obligated to do under the Terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

5) Alter all locks and other security devices at the Leased Premises without terminating this Lease.

If Landlord shall elect to Terminate this Lease, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all Rental and other indebtedness accrued to the date of such termination plus any sums due to Landlord as a result of the Termination, which shall include: Landlord's cost of recovering the Leased Premises, brokers' fees incurred by Landlord in connection with reletting the Leased Premises, the cost of removing and storing Tenant's property, the cost of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant and Landlord's reasonable attorney's fees incurred as a result of enforcing or defending Landlord's rights and/or remedies.

In the event that Landlord elects to repossess the Leased Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein, all Rental and other indebtedness accrued to the date of repossession, plus Rental required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration as stated in Section 1.2, reduced by any net sums thereafter received by Landlord through reletting the Leased Premises during said period (after deducting reasonable expenses incurred by Landlord). In no event shall Tenant be entitled to any money in excess of the amounts set forth in this Lease which result from reletting.

Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Leased Premises, including that which was owned by, or leased to,

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Tenant at all times prior to any foreclosure thereon by Landlord, a lessor thereof, or any third party having a lien thereon. Landlord shall also have the right to remove all furniture, fixtures and equipment from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) and place same in storage within the same County Leased Premises are located in, and Tenant shall be liable to Landlord for moving and storage costs and expenses, and will hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage.

Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument executed by Tenant granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of the Landlord to inquire into the authenticity of said instrument or Tenant's signature and without any nature of investigation as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of such furniture, fixtures, equipment and property.

Finally, Landlord shall have the right to sell, trade, or in the case of no value, destroy Tenant's furniture, fixtures, equipment, or other property at Landlord's sole discretion. Any monetary value derived from the sale or trade of same will first be applied to any unpaid rental amounts and secondly, to any costs or expenses resulting from storage, moving, sale, or any other cost incurred as a result of the disposition of Tenant's default under the conditions of this Lease. The excess sale proceeds, if any, shall be paid to the Tenant.

In the event of termination or repossession of the Leased Premises due to any event of monetary default, Landlord will make reasonable efforts to relet the Leased Premises for such rent and upon such terms and conditions as Landlord deems satisfactory, or any portion thereof, in the same manner that it attempts to lease any of its vacant spaces but shall have no duty to relet the Leased Premises to the exclusion of Landlord's other available lease space in the same property. Landlord shall be deemed to have used "reasonable efforts" to relet the Leased Premises if Landlord offers the Premises "for lease" and entertains in good faith, bona fide offers to lease submitted to Lessor.

The exercise, by Landlord, of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance or surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of the Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages by reason of such re-entry and/or repossession and/or alterations of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

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Section 10.3 - Non-Waiver Provisions. The failure of Landlord to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein, except as may be expressly waived in writing.

The maintenance of any action or proceedings to recover possession of the Leased Premises, or any installments of Rent or any other monies that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due, or become due, from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability.

Section 10.4 - Force Majeure. If Landlord is delayed, or prevented, from performing any of its obligations under this Lease by reason of strike or labor troubles or any cause whatsoever beyond Landlord's control, the period of such delay, or prevention, shall be deemed added to the time provided for the performance of any such obligation by Landlord.

Section 10.5 - Landlord's Expense. At any time Tenant is in default, and at its sole discretion Landlord shall deem it necessary to engage attorneys to enforce Landlord's rights, Tenant shall reimburse Landlord for any and all reasonable expenses incurred, including, but not limited to, court costs and attorneys' fees.

ARTICLE XI

OTHER PROVISIONS

Section 11.1 - Liability of Landlord. The term "Landlord" for the purpose of this Lease shall mean only the owner or mortgagee in possession of the building in which the Leased Premises are located or the owner of a leasehold interest in said building and/or the land, so that in the event of sale of such building or leasehold interest, or an assignment of Landlord's obligations under this Lease, or a demise of such building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequent accruing.

It is specifically understood and agreed that there shall be no personal liability of Landlord with respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of Landlord's obligations under this Lease, Tenant shall look solely to the interest of the Landlord in the Office Park for the satisfaction of Tenant's remedies.

Section 11.2 - Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provisions herein, nor any acts of the parties shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Section 11.3 - Assignment or Subletting. Tenant shall have the right with Landlord's consent, which shall not be unreasonably withheld or delayed, to assign the Lease to: any affiliate of Tenant, any corporation which purchases all or substantially all of the assets of Tenant, and any corporation into which the Tenant merges or with which it

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consolidates. Withstanding the above, Tenant shall not assign or sublet the Leased Premises or any portion without prior written consent of Landlord and Landlord consent shall not be unreasonably withheld or delayed. Any assignment or sublease by Tenant shall be only for the use specified in Section 1.1 (j) and for no other purpose, and in no event shall any assignment or sublease of the Leased Premises relieve Tenant from any obligations of this Lease. Consent by Landlord to any assignment or sublease of the Leased Premises shall not constitute a waiver of Landlord's right to require Landlord's written consent on subsequent assignments or subleases.

In the event Tenant shall assign Tenant's interest in this Lease or sublet the Leased Premises for rent in excess of that rent reserved, Tenant shall pay all of such excess rent to Landlord as Additional Rent. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Leased Premises.

Any proposed assignee or subtenant of Tenant shall assume Tenant's obligations and deliver to Landlord an assumption agreement, in form reasonably satisfactory to Landlord, within **Ten Days (10)** after the effective date of the assignment. Such agreement will contain a statement that assignor and guarantors, if any, will remain liable under the terms of this Lease and both will sign and execute the agreement.

If the Tenant is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Tenant represents that it is a non-profit corporation without members. It represents that the officer executing this lease has been authorized to do so by its Board of Directors in compliance with its bylaws.

Section 11.4 - Surrender of Leased Premises. At the expiration of the Term, Tenant shall surrender the Leased Premises within the same condition as the Leased Premises were in upon delivery of possession to Tenant, reasonable wear and tear excepted. Damage by unavoidable casualty is excepted to the extent that the same is covered by Landlord's insurance policies. Tenant shall surrender all keys for the Leased Premises and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises.

Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including, but not limited to, wall to wall carpeting, walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord) nor shall Tenant remove any fixture or machinery that was furnished or paid for by Landlord (whether initially installed or replaced). The Leased Premises shall be left in a broom-clean condition.

Prior to the expiration or sooner termination of this Lease, and only if Tenant is not in default under the Terms of this Lease, Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have installed, stored, or left in the Leased Premises or elsewhere in the Office Park, including but not limited to counters, shelving, showcases, chairs and unattached moveable machinery purchased or provided by Tenant and which are removable without damage to the building. Tenant shall repair any damage to the Leased Premises caused by Tenant's removal of such fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's reasonable costs and expenses in making such repairs, together with a sum equal to **Fifteen Percent (15%)** of such costs and expenses to cover Landlord's overhead.

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If Tenant fails to remove its trade fixtures or other property, such trade fixtures and other property not removed by Tenant shall be deemed abandoned. At Landlord's option and after **Thirty Days (30)** written notice, Landlord may place the fixtures and other property in storage, sell at a public auction or dispose of as Landlord, in his sole discretion deems appropriate. In any event, the proceeds of such public sale or any consideration received by disposition shall be applied first to the costs of such sale or disposition, secondly to all sums owing under this Lease, and any surplus shall be paid to Tenant. Tenant shall hold Landlord harmless from any civil or criminal liability as a result of the removal, storage, sale or other disposition of Tenant's trade fixtures or other property.

Section 11.5 - Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease or extension and modification thereof, it shall be deemed to be occupying said Leased Premises as a tenant from month to month at a rental equal to the rental herein provided plus **One Hundred Percent (100%)** of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. No extension or renewal of this Lease shall be deemed to have occurred by such holding over.

Section 11.6 - Lien of Landlord. Landlord shall have, and Tenant grants, a Landlord's lien and a security interest in any furnishings, equipment, fixtures, inventory belonging to Tenant, or the equity of Tenant on or in the Leased Premises, also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. The security interest is granted for the purpose of securing the payment of Rent, other charges, assessments, penalties and damages, covenants to be paid by Tenant and for the purpose of securing the performance of all other obligations of Tenant. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the law of the State of Texas, including but not limited to the right to take possession of the above mentioned property and dispose of it by sale in a commercially reasonable manner as set forth in Section 10.2. At Landlord's request, Tenant shall also execute and deliver to Landlord a Uniform Commercial Code Financing Statement for the purpose of serving notice to third parties of Landlord's security interest granted herein.

Section 11.7 - Liens. Tenant shall discharge any lien filed against the Office Park for work done by Tenant, Tenant's agents and or employees or for materials furnished by said Tenant, Tenant's agents or employees with respect to the Leased Premises, within **Ten Days (10)** of receipt of written notice from Landlord, or Tenant becoming aware through other means, that a lien was filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may, at its option, discharge such lien in which event Tenant agrees to pay to Landlord as Additional Rent a sum equal to the amount of the lien thus discharged by Landlord plus the actual costs necessary to reimburse Landlord for its reasonable expenses, attorneys' fees and damages.

Section 11.8 - Waiver of Right of Redemption and Claims. Tenant hereby expressly waives all rights or claims of business or homestead exemption conferred by statute or otherwise available to Tenant.

Section 11.9 - Notice. Notice required in this Lease by either party shall be by registered or certified mail with return receipt requested, at the respective addresses of the parties as set forth in Section 1.1 (k) or to such other address as either party may from time to time designate in writing. Any notice under this Lease shall be deemed to have been given

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when it is deposited with the United States Postal Service with sufficient postage prepaid.

Section 11.10 – Brokers/ Intermediary. Tenant and Landlord each acknowledge that Jody Slaughter of Oldham Goodwin Group, LLC represents the Tenant and Kathy King of Oldham Goodwin, Group, LLC represents the Landlord and is hereby acting as an intermediary. Landlord shall pay a commission pursuant to a separate written agreement between Oldham Goodwin Group, LLC and Landlord.

Section 11.11 - Entire and Binding Agreement. It is agreed and understood by Tenant that no representations have been made to Tenant by Landlord other than those contained herein, and this Lease contains all of the agreements between the parties, and may not be modified in any manner other than by agreement in writing, signed by both parties or their successors in interest. The terms, covenants, and conditions contained herein shall be to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

Section 11.12 - Provisions Severable. If any terms or provision of this Lease or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.13 - Captions. The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 11.14 - Legal Authority. In the event Tenant is a corporation, then;

Each individual executing or attesting this Lease on behalf of such corporation hereby covenants, warrants and represents (i) that he is duly authorized to execute or attest and deliver this Lease on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or bylaws or charter; (ii) that this Lease is binding upon such corporation in accordance with its terms; (iii) that Tenant is duly organized and legally existing corporation in good standing in the State in which the Office Park is located; (iv) that Tenant is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, or under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other instrument or contract to which Tenant is a party or by which Tenant may be bound or affected; and (v) the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound; and Tenant shall deliver to Landlord a copy of a resolution of the corporation's board of directors authorizing or ratifying the execution and delivery of this Lease, which resolution shall be duly certified to Landlord's satisfaction by the presently authorized and acting secretary or assistant secretary of the corporation.

In the event Tenant is a partnership (general or limited), then Each individual executing this Lease on behalf of the partnership hereby covenants, warrants and represents (i) that he is duly authorized to execute and deliver this Lease on behalf of the partnership in accordance with the partnership agreement, or an amendment, now in effect; (ii) that this Lease is binding upon said partnership in accordance with its terms; (iii) that the Tenant is a duly organized and legally existing partnership and has filed any and all certificates

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required by law, and (iv) that Tenant is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, or under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other instrument or contract to which Tenant is a party or by which Tenant may be bound or affected; and (v) the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound.

Section 11.15 - Number and Gender. Whenever necessary for the proper construction and interpretation of this Lease, a singular shall include the plural and vice versa, and the neutral gender shall be deemed to read masculine, feminine, or collective, as the case may be.

Section 11.16 – HVAC. All existing HVAC equipment, duct work, diffusers, and other air distribution equipment commonly used and required by Tenant will be clean, in good working condition, and adequate for Tenant's intended use. All existing HVAC units are to be inspected and cleaned by Landlord prior to Tenant's possession date and Landlord will provide to Tenant a copy of the inspection report.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year set forth above their respective signatures, in multiple counterparts, each such counterpart constituting an original document.

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By: 1101 Partnership, LP

By: 1101 Texas Management, LLC
Its General Partner

3/28/2014

Date:



By: Dan Chamberlain

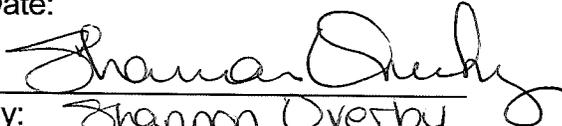
Title: Vice President, COO

Tenant

Brazos Valley Convention
And Visitors Bureau

29 March 2014

Date:



By: Shannon Overby

Title: President / CEO

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EXHIBIT A

Lot 15A, Block T, University Park PH 2, Acres 3.046, City of College Station, Brazos County, Texas.

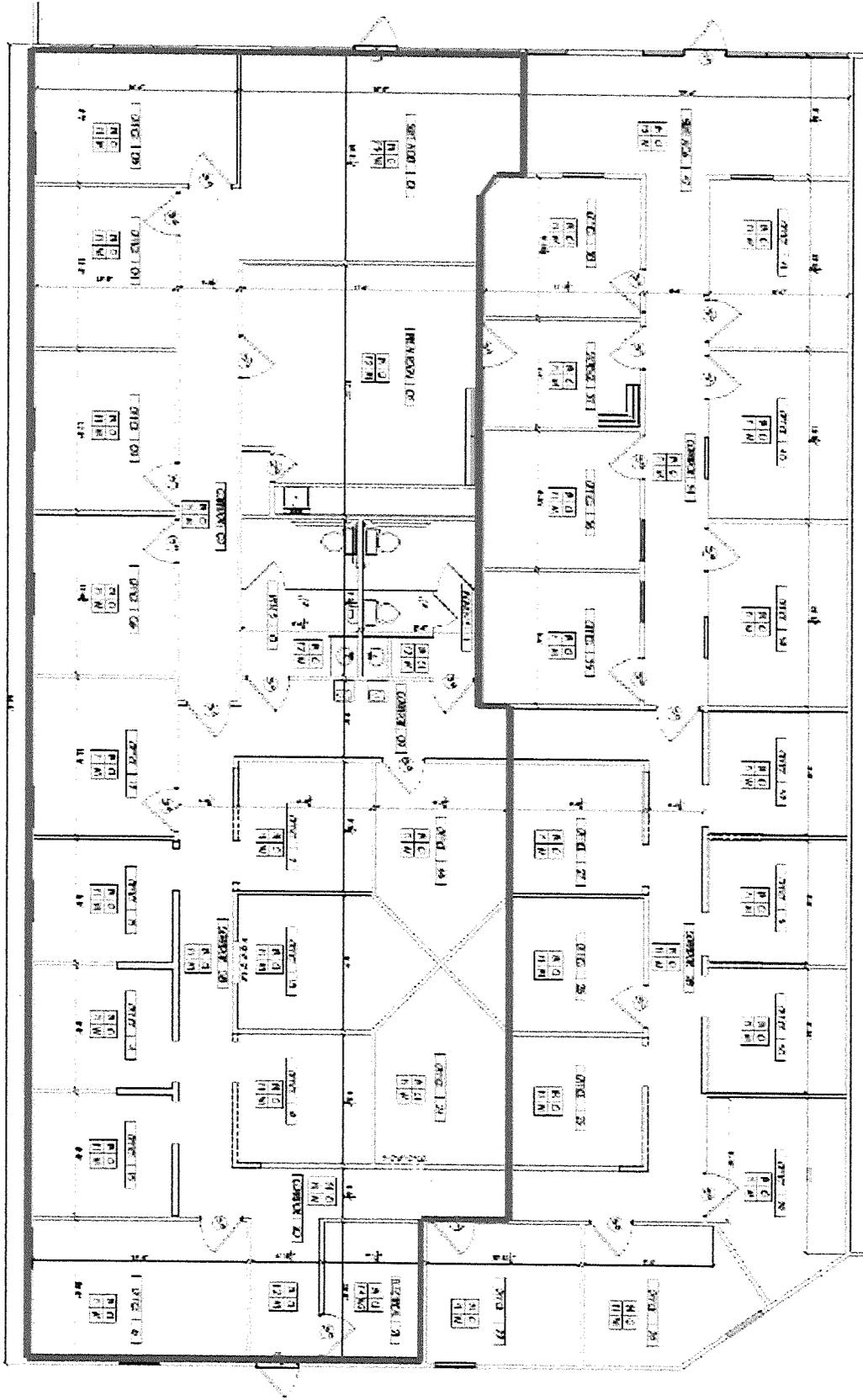
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EXHIBIT B
Floor Plan- 3,146 SF of Suite A-108



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**EXHIBIT C
LANDLORD'S WORK**

- 1) Wall off doorway and paint as needed.
- 2) Install demising wall and paint as needed.
- 3) Demolish existing walls and re-carpet.
- 4) Install demising wall and wall off doorway. Paint as needed.
- 5) Install three (3) rear walls to complete offices and paint as needed.

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EXHIBIT D

RULES AND REGULATIONS

- (a) Tenant agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Leased Premises, or any advertising medium which may be heard or seen outside the Leased Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts except as may be provided in this Lease.
- (b) Tenant, at Tenant's expense, shall cause the Leased Premises to be treated for rodents and other pests and vermin as necessary, but in no event less frequently than quarterly.
- (c) Tenant shall maintain the Leased Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass), and adjoining sidewalks or service areas in a neat and clean condition.
- (d) Tenant shall properly maintain all HVAC equipment in good clean operating order, including, but not be limited to, the following: filter changes, freon level and pressure checks, cleaning of the unit, and other items typically performed in a maintenance contract.
- (e) Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Leased Premises without written permission of Landlord, or utilize any unethical method of business operation.
- (f) Tenant shall not perform and act or carry on any practice, which may damage, mar or deface the Leased Premises or any other part of the Office Park.
- (g) Tenant shall not suffer, allow or permit any vibration, noise, light, odor or any other effect to emanate from Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance, disturb the quiet enjoyment of any person, or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Office Park or their customers, agents or invitees in the Office Park.
- (h) Tenant shall not place, suffer or permit displays, tables or chairs, decorations or shopping carts on the sidewalk in front of the Leased Premises or on or upon any of the Common Areas of the Office Park.
- (i) Tenant shall not use the public or Common Areas in the Office Park for business purposes other than that for which they were intended.
- (j) Tenant and its employees shall cooperate with Landlord when it is necessary to park their cars somewhere other than the parking lot.
- (k) Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
- (l) Tenant shall pay, before delinquency, all license or permit fees and charges of a similar nature for the conduct of Tenant's business in the Leased Premises.

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- (m) Tenant shall not place or permit to be placed or maintained on the roof, doors, windows, or wall of the Leased Premises any sign, awning, canopy, advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering, advertising matter or other thing of any kind, on the glass of any window or door of the Leased Premises without first obtaining Landlord's written consent, which shall not be unreasonably withheld. (Tenant shall maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times.) All interior signs, decorations, displays or advertising of Tenant visible from the Common Areas of the Office Park shall be in good taste and shall conform to the standards of design motif established by Landlord for the Office Park.
- (n) All garbage and refuse outside of the Leased Premises shall be stored in a steel dumpster which shall be emptied on a routine basis, Monday through Saturday as necessary, at Tenant's cost, as provided in Section 2.4 of the Lease. If Landlord shall provide or designate a service for picking up refuse, Tenant shall use the same at Tenant's cost, as provided in Section 2.4 of the Lease. Landlord shall at Landlord's option, include such expense in the common area maintenance costs.
- (o) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises and/or the Office Park.
- (p) Tenant vehicles parked overnight on the property must be operational and have current license plates and inspection stickers. Non-operational vehicles, vehicles with flat tires, etc., will be removed from property at the owners tenant's expense after complying with applicable towing ordinances. Landlord accepts no responsibility for any vehicle, or contents of same, parked at the property.

NOTE: Landlord reserves the right to adopt other reasonable Rules and Regulations and to amend or supplement the same at Landlord's discretion. Notice of such rules, regulations, amendments, and supplements shall be given to Tenant and Tenant shall so comply.

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EXHIBIT E
SIGN CRITERIA

TENANT SIGN CRITERIA

NOTE: ALL SIGN DRAWINGS MUST BE APPROVED BY LANDLORD
TYPE OF BUILDING SIGN REQUIRED: INDIVIDUAL CHANNEL LETTERS

Subject to City of College Station and Landlord's approval, Tenant shall have the right to install Tenant's signage on the façade of the front of the building in which the Leased Premises is located.

A. **Specifications of Materials**: All letters shall have a plexiglass face, minimum 3/16" thick, retained in a Channel with a 1" trim cap. The letter sidewalls and raceway are to be baked enamel over aluminum. The letters shall be of an all-metal construction, using a minimum of a .040 guage thick metal. All fastenings and hardware shall be non-corrosive materials.

B. **Mounting Locations and Procedures**: Sign shall be centered both vertically and horizontally on the fascia of the building. All letters are to be mounted on a 7" x 7" or 8" x 8" raceway with drainage holes, size appropriate to allow for adequate drainage. These should be toward the front of the raceway away from the building. All building penetrations shall be sealed and watertight with mounting brackets or fasteners not visible. Signs may be placed on Southern fascia and Eastern fascia in accordance with all criteria stated in this Lease, specifically Exhibit "E".

C. **Size**:

1. Letters: Each letter shall be from 4" to 6" in depth. The height is as follows:
 - a. Height for one line: Maximum – 24" Minimum – 18"
 - b. Height for two lines (only where allowed by Landlord):

First line:	<u>Maximum</u> – 18"	<u>Minimum</u> – 12"
Second line:	<u>Maximum</u> – 12"	<u>Minimum</u> – 10"

NOTE: The first and second line sizes may be reversed.

2. Store Frontage: The length of the sign is not to exceed 80% of the store frontage, nor less than 60% of store frontage unless otherwise approved by Landlord.

3. Spacing: The letters are to be evenly distributed with consistency and desirable optical viewing.

- a. Between lines: Maximum – 6" Minimum – 6"
- b. Below roof line: Maximum – 15-1/2" Minimum – 6-1/2"
- c. Above canopy overhang: Maximum – 15-1/2" Minimum – 6-1/2"

D. **Illumination**: Electrical service to sign shall be provided by Tenant's own electrical meter. Letters 18" or taller are to contain two or more lines of neon tubing. The neon tubes shall be from 6000k to 6500k, transformer M.A. not to exceed rated footage of neon tubing on ballast. Exposed light sources are not permitted and all wires are to be in a conduit. The canopy sign shall be electrically illuminated beginning **One-Half Hour (1/2)** before sunset and ending no earlier than 11:00 p.m., **Seven Days (7)** per week.

E. **Color**: Unless otherwise required and/or approved by the Landlord, all letter faces will be maroon. The raceway will be the same color as the building fascia unless

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otherwise specified. The sidewall will be either the same color as the letter face or bronze, unless otherwise approved by the landlord.

- F. **Style/Design**: All letter styles will be considered on a form scale with emphasis placed on to what degree they allow for ease in legibility. The design shall be kept simple, condensed to the business name or description of service, and coordinated with existing signs in the center.
- G. **Time Requirement**: Tenant agrees to submit within **Thirty Days (30)** for Landlord's approval **Two (2)** copies of a sign drawing prepared by Tenant's sign company, showing in reasonable detail Tenant's proposed sign. Further, Tenant agrees to have installed Tenant's approved sign within **Sixty Days (60)** of the Lease execution date.
- H. **Uniform Sign Requirement**: Tenant agrees at all times to have above Tenant's space a sign which conforms to the sign standard set by the Landlord
- I. **Maintenance**: Tenant agrees that Tenant shall keep Tenant's sign in good working order during the entire Lease Term and any extension thereof, and that Landlord shall have the right to require the Tenant to remove and replace Tenant's sign if for any reason said sign becomes inoperative for a period of more than **Thirty Days (30)**.
- J. **Sign Removal**: Tenant agrees at the expiration or termination of the Lease Agreement to have Tenant's sign removed from the building and make any necessary repair to the building resulting from said removal, at Tenant's sole cost and expense. If Tenant fails to remove Tenant's sign and make reasonable repairs to the sign fascia resulting from said removal, then in such event, Landlord reserves the right to have said sign removed and make said repair, and to bill Tenant the cost of said work.
- K. **Sign Company**: Landlord reserves the right not to allow a particular sign company to do sign work in a center.

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UNIVERSITY PARK PLAZA MONUMENT SIGN

Subject to City of College Station and Landlord's approval Tenant shall have the right to install Tenant's signage on the marked panel of the University Park Plaza monument sign located on the Premises for 00 AND 00/100THS DOLLARS (\$00.00) per month at Tenant's expense.



DESIGNATED LOCATION:

BRYAN /COLLEGE STATION CONVENTION AND VISITORS BUREAU

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