

LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF PARKER

This Lease Agreement (the "Lease") is entered into between 1882 Partners, LP, whose address is 116 S FM 1187, Aledo, Texas, 76008, hereinafter referred to as "Landlord," and the City of Aledo Texas, whose address is 200 Old Annetta Road, PO Box 1, Aledo, Texas, 76008, hereinafter referred to as "Tenant."

PREMISES

1. Landlord leases to Tenant the following described real property and all improvements located thereon:

104 Maverick Street, Aledo, Texas, 76008.

A Tract of land out of the R. C. Eddleman Survey, Abstract No. 438, Parker County, Texas, and a portion of Block 23, of the original Town of Aledo, recorded in Volume 18, Page 400, Deed Records, Parker County, Texas (the "Lease Premises").

TERM

2. The term of this Lease is twenty-four (24) months, beginning on March 1, 2023 (the "Commencement Date"), and ending on February 28, 2025.

CONSIDERATION

3. The consideration for this Lease shall be a total of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00), payable in monthly installments of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). A Security Deposit of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) shall be due and payable upon execution of the Lease. The monthly rent payment shall commence on March 1, 2023, and continuing each month, on the first of the month, thereafter until all rent due has been paid pursuant to the terms herein.

The obligations of Tenant to make payments to Landlord pursuant to this Lease are subject to appropriation by the Aledo City Council of funds that are lawfully available to be applied for such purpose. If the City Council fails to make an appropriation for payments prior to the beginning of a fiscal period of the City of Aledo, Tenant may terminate this Lease. Tenant may terminate this Agreement by providing written notice of such termination to Landlord not less than thirty (30) days prior to the first day of any fiscal

year period during which payments are scheduled. For purposes of this clause, the fiscal year begins on October 1st of each year.

USE

4. The Lease Premises shall be used for no other purpose than:

General office.

Tenant shall not perform any acts or carry on any practices that may injure the building, or use the Lease Premises for any business or purpose that is unlawful or violative of any public or city ordinance.

POSSESSION

5. Tenant acknowledges that Tenant has fully inspected the Lease Premises and, on the basis of such inspection, Tenant hereby accepts the Lease Premises, and the building and improvements situated thereon, as suitable for the purposes for which the same are leased. Tenant further accepts the Lease Premises in their present condition, with such changes therein as may be caused by reasonable deterioration between the date hereof and the commencement date of this Lease.

No representation, statement, or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Lease Premises or as to the existence or nonexistence of zoning restrictions, easements, dedications, restrictive covenants, deed restrictions, restrictions on use of the Lease Premises, or other similar restrictions that may affect Tenant's intended use of the Lease Premises. Moreover, Landlord has made no representations with regard to remodeling, repairing, or decorating the Lease Premises. Landlord makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular use of the Lease Premises.

**MAINTENANCE
BY LANDLORD**

6. Landlord shall, at Landlord's own expense, maintain only the roof, foundation, underground pipes, all plumbing, HVAC system, fire protection, sprinkler system, and the exterior of the building in general, The maintenance of the paving outside of the building, and the structural soundness of the exterior walls (excluding all windows, window

glass, plate glass, and all doors) of the building in good repair and condition, except for reasonable wear and tear. Tenant shall give immediate written notice to Landlord of the need for repairs or corrections and Landlord shall proceed promptly to make such repairs and/or corrections. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, inventory, and other property and equipment installed and maintained by Tenant on the Lease Premises to the extent reasonably required by Landlord to make such repairs. Landlord's liability hereunder shall be limited to the costs of such repairs or maintenance.

Landlord and Tenant agree that Landlord is under no duty to, and shall have no responsibility for, making periodic inspections of the Lease Premises, which are under the Tenant's sole control. Landlord shall rely solely on Tenant to report any needed repairs, replacements, or maintenance that Landlord is responsible for, and Tenant is to promptly make all other repairs. Landlord's duty to pay for any repairs to the Lease Premises is expressly conditioned upon the receipt of written notice from Tenant of any needed repairs, replacements, and maintenance.

Landlord and Tenant agree that Landlord may repair items in the most cost-efficient manner possible and may not restore items repaired to the original condition.

MAINTENANCE BY TENANT

7. Tenant shall, at Tenant's own expense and risk, maintain all other parts of the building and other improvements on the Lease Premises in good repair and condition, including, but not limited to, repairs (including all necessary replacements) to the windows, window glass, plate glass, doors, and pest control. In connection therewith, Tenant shall obtain written consent from Landlord prior to undertaking any landscaping (including cutting down trees) or before conducting any new landscaping on the Lease Premises. Tenant shall be responsible for the maintenance of the landscaping and the mowing of grass.

In the event Tenant should neglect to reasonably maintain the Lease Premises, Landlord shall

provide notice to Tenant of necessary repairs. If Tenant has not made a good faith effort to make repairs within ten (10) days, Landlord shall have the right (but not the obligation) to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Tenant to Landlord as additional rent on the next rental installment date. Upon termination of this Lease, Tenant shall deliver the Lease Premises in good repair and condition, ordinary wear and tear excepted. Tenant shall repair any damage caused by Tenant's negligence or default hereunder, or negligence of Tenant's invitees, employees, or customers.

UTILITIES

8. Landlord covenants that the Lease Premises are served by utilities, but Tenant shall pay all charges incurred for any utility services used on the Lease Premises, including, but not limited to, outside lighting, trash collection, security, water, grounds maintenance, etc., and shall furnish all electrical light bulbs and tubes.

SIGNS

9. Tenant shall not place any signs or other objects upon the roof of the building, or paint, or otherwise deface the exterior walls of the building except with prior written approval of Landlord. All signage is subject to Code and any Review Board approvals. Tenant shall remove all signs at termination of the Lease and return the area where the sign(s) were located to the same condition it was prior to Tenant's usage. Such installations and removals shall be made in such manner as to avoid damage, defacement, or overloading of the building or other improvements. Landlord shall have the right to control the placing of approved signs upon the exterior of the Lease Premises and of the area surrounding and adjacent to same.

ALTERATIONS

10. Tenant shall not create any openings in the roof or the interior and exterior walls, nor make any alterations, additions, or improvements to the Lease Premises without prior written consent of Landlord. Consent for non-structural alteration, additions, or improvements shall not be unreasonably withheld by Landlord. All fixtures, including floor coverings and heating and air conditioning equipment, and all alterations,

additions, and improvements, except trade fixtures, installed at the expense of Tenant shall become the property of Landlord and shall remain upon and be surrendered with the Lease Premises as a part thereof at the termination of this Lease. Any and all improvements, alterations, and/or additions, whether approved in writing by Landlord or not, shall be performed and done according to the local building codes, including, but not limited to, plumbing codes, electrical codes, and heating and air conditioning codes.

LIENS

11. It is expressly agreed that in the event of default by Tenant hereunder, Landlord shall have a contractual lien upon all goods, chattels, or personal property of any description belonging to Tenant, which are placed on or become a part of the Lease Premises, as security for Tenant's performance under the Lease, including the payment of all rent due thereunder, which lien shall not be in lieu of or in any way affect the statutory Landlord's lien given by law, but shall be cumulative thereto; and Tenant hereby grants to Landlord a security interest for such purposes in all such personal property and improvements placed in or on the Lease Premises.

INDEMNITY AND INSURANCE

- 12a. To the extent permitted by law, Tenant agrees to and does hereby indemnify and hold harmless Landlord from liability for all claims and demands of any kind and character by any person, firm, association, group, government organization or corporation for injuries or damages to persons or property arising out of or in connection with Tenant's use or occupancy of the Lease Premises, or of the adjoining sidewalk, streets or curbs, including Tenant's actions or those of Tenant's agents, servants, employees and sublessees.
- b. Tenant agrees, at Tenant's expense, to procure and maintain in force continually during the term of this Lease, and any renewals or extensions thereof, public liability insurance with companies and through brokers who are licensed to do business in the State of Texas, and which coverage is adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Lease Premises in a

minimum amount of \$1,000,000 combined single limit. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims for losses and shall name Landlord as a co-insured. Either the original of such policies, a Certificate of Insurance for each policy or, at Landlord's election, an endorsement on each policy naming the Landlord as an additional insured thereunder shall be delivered to Landlord within ten (10) days of the date of execution of this Lease. Tenant agrees to obtain a written obligation from all insurers to notify Landlord in writing at least thirty (30) days prior to cancellation, change in coverage or refusal to renew any such policies. Tenant agrees that if such insurance coverage is not kept in force during the entire term of this Lease and any renewals or extensions thereof, Landlord may procure the necessary insurance coverage and pay the premiums therefor. Such premiums shall be reimbursed by Tenant to Landlord as an additional rent installment in the month following the date on which such premiums are paid by Landlord. However, it is expressly understood that procurement by Landlord of any such insurance shall not be deemed to waive or release the default of Tenant, or the right of Landlord at Landlord's option, to recover possession of the Lease Premises by reason of such default as herein provided. Tenant covenants and agrees to pay Landlord any and all damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance as described above.

c. Tenant shall bear the risk of loss and shall be responsible for obtaining its own insurance coverage on the contents of the building and any improvements Tenant places on the Lease Premises, and to cover any losses occasioned by the negligent or willful acts or omissions of Tenant, or Tenant's agents, employees, or invitees. Tenant further agrees that the waiver of subrogation provision contained herein also applies to Tenant's personal property located on the Lease Premises.

d. Tenant shall also be responsible for obtaining workers' compensation insurance covering all persons employed by Tenant in connection with any work done on or about the Lease Premises, providing such coverage and in such amounts that satisfies all State of Texas and federal statutory

requirements, with respect to which claims for death or bodily injury could be asserted against Landlord or the Lease Premises.

- e. Landlord shall not be liable, and Tenant waives all claim, for injury to or death of persons or damage to or loss of property sustained by Tenant, Tenant's invitees or guests resulting from the building or any part thereof, or any equipment or appurtenances thereto being out of repair, or resulting directly or indirectly from any act or neglect of any lessee or occupant of the building, or any other person or from any other cause whatsoever except the gross negligence of Landlord.

**WAIVER OF
SUBROGATION
AGAINST LANDLORD**

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IF ANY LOSS OR DAMAGE OCCURS TO THE LEASE PREMISES OR IF ANY LOSS IS INCURRED IN CONNECTION WITH THE LEASE PREMISES, PERSONALTY LOCATED IN, ON, OR UPON THE LEASE PREMISES BY FIRE OR ANY OTHER PERILS THAT ARE COVERED BY INSURANCE, OR IF THERE IS A LOSS (1) IN CONNECTION WITH ANY OPERATION ON THE LEASE PREMISES THAT IS COVERED BY INSURANCE, IS REQUIRED BY THIS LEASE AGREEMENT TO BE COVERED BY INSURANCE, OR COULD BE INSURED AGAINST UNDER A STANDARD POLICY OF FULL INSURABLE REPLACEMENT COST INSURANCE FOR FIRE, THEFT, AND "SPECIAL FORM" OR EQUIVALENT COVERAGE, OR (2) TO ANY PERSONS OR PROPERTY UNDER ANY COMMERCIAL GENERAL LIABILITY POLICIES OR UNDER WORKERS' COMPENSATION LAWS AND BENEFITS, EVEN THOUGH SUCH LOSS MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF LANDLORD, ITS AGENTS, PARTNERS OR EMPLOYEES AND REGARDLESS OF THE CAUSE THEREOF, NEITHER TENANT NOR TENANT'S INSURANCE CARRIER, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THEM, MAY SUBROGATE OVER AGAINST LANDLORD OR LANDLORD'S SERVANTS, PARTNERS, EMPLOYEES,

AGENTS, VISITORS, OR LICENSEES FOR ANY SUCH DAMAGE OR LOSS SO SUSTAINED, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS RECOVERABLE UNDER SUCH INSURANCE POLICIES OR WOULD HAVE BEEN RECOVERABLE HAD SUCH INSURANCE COVERAGES BEEN IN FORCE AND EFFECT. TENANT AGREES TO USE ISO Form 24 04 10 92 FOR THE WAIVER OF SUBROGATION.

Such waiver will be effective regardless whether such insurance is actually carried. Such waiver will be in addition to and not in limitation or derogation of any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties. The foregoing waiver will not apply to property losses or damages in excess of policy limits or to losses or damages not covered by insurance as a result of a deductible in the policy or to any co-insurance penalty that Landlord or Tenant might sustain.

Inasmuch as such waiver will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), Tenant hereby agrees immediately to give written notice of the terms of such waiver to the insurance company that issued the policies of insurance Tenant is required to maintain under this Lease Agreement, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver. Tenant also agrees to furnish Landlord with proof of having sent such notification to Tenant's insurance carrier and a copy of any endorsement thereto.

**DAMAGES TO
PREMISES**

14. In the event the Lease Premises are partially damaged or destroyed or rendered partially unfit for occupancy due to fire, tornado, wind damage, or other casualty, Tenant shall give immediate notice to Landlord who shall thereupon, at Landlord's expense, repair such damage and restore the Lease

Premises to substantially the condition existing immediately prior to the occurrence of the casualty; Landlord shall allow Tenant a fair reduction of rent during the time the Lease Premises are partially unfit for occupancy. However, if the Lease Premises are totally destroyed or deemed by Landlord to be wholly unfit for occupancy due to fire, tornado, wind damage, or other casualty, or if Landlord shall decide, in its sole discretion, not to repair or rebuild, the Lease shall terminate and the rent shall be paid up to the time of such destruction or casualty.

**REPLACEMENT
OF TENANT'S
IMPROVEMENTS**

15. In the event the Lease Premises should be destroyed by fire, tornado, wind, or other casualty of any kind, or be subject to, either totally or partially, Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, or other improvements that may have been placed on the Lease Premises by Tenant or other lessees.

ASSIGNMENT

16. Tenant shall not assign or, in any manner, transfer this Lease or any estate or interest therein, or sublease the Lease Premises, or mortgage, pledge, or hypothecate the Lease Premises without Landlord's written consent, which shall not be unreasonably withheld; provided, however, in the event of such assignment, Tenant shall remain liable for all of Tenant's obligations under this Lease. However, Landlord is expressly given the right to assign any or all of Landlord's interest under the terms of this Lease after providing prior written notice to Tenant.

RENEWAL OPTION

17. Tenant shall have the right and option to renew the Lease ("Renewal Option") for additional six (6) month term after the initial Twenty-four 24 (24) month term. Renewal Option is contingent upon the following: (i) Tenant is not in default beyond any applicable notice and cure period provided for herein at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date, Tenant has no outstanding default beyond any applicable notice and cure period provided for herein; (iii) no event has occurred that, upon notice or the passage of

time, would constitute a default; and (iv) Tenant is occupying the Lease Premises.

Tenant shall exercise the Renewal Option by giving Landlord notice at least three (3) months prior to the Expiration Date of the initial twenty-four (24) month term. If Tenant fails to give notice to Landlord prior to the three (3) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then Landlord's and Tenant's respective rights, duties, and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising the Renewal Option. If Tenant chooses to exercise the Renewal Option the Lease will continue for an additional six (6) month term at which point in time the Lease will terminate..

If Tenant exercises the Renewal Option, all references to the term "Term," as used in this Lease, shall then mean the "Option Term." The Basic Rental for the Option Term shall be, at Landlord's discretion, up to twenty percent (20%) more than the previous year's rental rate.

**DEFAULT OF
TENANT**

18. Failure to pay any rent due hereunder on or before the due date shall be a default by Tenant. In the case of default in any of the other covenants herein, or if Tenant abandons the Lease Premises, or should any person other than Tenant secure possession of the Lease Premises or any part thereof by reason of any receivership of Tenant, or by Tenant's assignment of this Lease for benefit of creditors, or by bankruptcy proceeding involving Tenant, or other operation of law in any manner whatsoever, Landlord may enforce the performance of this Lease in any manner provided by law, or, alternatively, this Lease shall terminate at Landlord's discretion. If such default in rent payment continues for a period of more than five (5) days, this Lease shall terminate at Landlord's option. Landlord's agent or attorney may secure possession of the Lease Premises and relet same for the remainder of the term, and Tenant shall be liable for any deficiency. Landlord shall have a lien as for security for the aforesaid rent upon all goods, wares, chattels, implements, fixtures, furniture, tools, and other personal property, which are or

may be put on the Lease Premises. If due to breach or default of Tenant's obligation hereunder it becomes necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, in any such event, any reasonable expenses incurred by Landlord as attorney's fees shall be paid by Tenant. Failure of Landlord to insist in any one or more instances upon the strict performance of the covenants or conditions of the Lease shall not waive any future breach by Tenant of any of said covenants or conditions.

**TIME OF
ESSENCE**

19. In all instances where Tenant is required hereunder to pay any sum or perform any act at a particular indicated time, or within any indicated period, it is understood that time is of the essence. However, if the last day of any time period stated herein shall fall on a Saturday, Sunday, legal or banking holiday, the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, legal or banking holiday.

**RIGHTS AND DUTIES
OF PARTIES IN EVENT
OF LITIGATION**

20. Landlord shall not be liable to Tenant or Tenant's employees, agents, or invitees, or to any other person whomever for any injury to persons or damage to property on or about the Lease Premises caused by Tenant, Tenant's agents, employees, or invitees, or due to any other cause whatsoever. To the extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless from any loss, expense, or claim arising out of such damage or injury. If Landlord is made a party defendant to any litigation concerning this Lease, the Lease Premises or the occupancy thereof by Tenant arising out of the conduct or management of Tenant's business, to the extent permitted by law Tenant shall indemnify Landlord against all liability by reason of such litigation, including reasonable attorney's fees and expense incurred by Landlord in any such litigation, whether or not such litigation is prosecuted to judgment.

**WAIVER OF TRIAL
BY JURY**

21. Prior to any trial, Landlord and Tenant agree, should the presiding judge have no objection, to

utilize non-binding mediation, conducted by a qualified, mutually agreed upon mediator, in an effort to resolve the issues in dispute under the Lease. Landlord and Tenant will share the cost of mediation equally. Landlord and Tenant agree to negotiate in good faith in order to resolve the issues in dispute under the Lease.

HOLD OVER

22. In the event Tenant holds over after the expiration of this Lease, Tenant shall be deemed to be occupying said Lease Premises as a Tenant from month to month, at a monthly rate, which is 20% more than the last monthly rental amount paid. Such tenancy shall be subject to all other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month to month tenancy. This provision shall not be construed as an extension of this Lease, but is to define any holding over, with or without the consent of Landlord.

RE-DELIVERY

23. Upon the expiration or termination of this Lease, Landlord shall have the right to immediately re-enter and re-assume possession of the Lease Premises and remove Tenant's property therefrom, and Tenant expressly acknowledges such right. Furthermore, Tenant shall return the Lease Premises to Landlord in as good a condition as the Commencement Date, ordinary wear and tear excepted, and shall deliver to Landlord all keys to the Lease Premises. Tenant agrees to re-deliver the Lease Premises to Landlord in a clean condition and agrees to remove all trash and debris from the Lease Premises.

RIGHT OF ENTRY

24. Landlord may enter the Lease Premises, at any time, provided said entering does not unduly disrupt Tenant's business operations, to inspect the Lease Premises. Landlord agrees to provide Tenant twenty-four (24) hours' notice prior to entering Lease Premises for the purpose of showing said Lease Premises to prospective lessees or purchasers. Tenant agrees to give Landlord and/or Landlord's agents or repairmen access to the Lease Premises for the purposes of maintaining and repairing said Lease Premises.

SECURITY DEPOSIT

25. Prior to commencement of the Lease, Tenant shall pay to Landlord a security deposit in the amount of \$3,500.00 to cover costs of cleaning, repairs, and maintenance necessary upon any expiration or termination of the Lease. Said sum shall be held in trust for Tenant. Upon termination of the Lease, Tenant shall, at Tenant's own expense, clean, repair, and generally put the Lease Premises in the same condition as it was at commencement of the Lease. In the event Tenant fails to make such maintenance as promised within three (3) days after vacating the Lease Premises, Landlord may perform such work or services for Tenant and use the funds held in trust. Landlord shall refund to Tenant any balance held in trust, or charge Tenant an additional sum if repair or cleaning costs exceed such amount. "Cleaning" as used herein shall include, but not be limited to, general cleanup and pickup of the Lease Premises. Landlord shall provide an accounting, including paid receipts for any repairs and/or cleanup charged against Tenant's security deposit. Landlord shall not charge Tenant for cleaning, repair, or maintenance caused by ordinary wear and tear.

This security deposit is not a substitute or partial credit for the last month's rental payment. Tenant is obligated to pay the last month's rent, and only upon termination or expiration of this Lease, after payment for any necessary repairs or maintenance, and after deductions for any delinquent penalty or interest, Tenant shall be entitled to any portion of the unused security deposit. If Tenant causes the termination of the Lease prior to its original expiration date or renewal period, Tenant will forfeit the security deposit to the extent Landlord is unable to subsequently lease the Lease Premises. No offsets, credit, or prorations will be due Tenant. However, said forfeiture shall in no way limit any other remedies that Landlord may have under this Lease or under the laws of the State of Texas.

CONDEMNATION

- 26a. If, during the term of this Lease or any renewal or extensions thereof, all of the Lease Premises should be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the

rent shall be abated during the unexpired portion of the Lease, effective as of the date of the taking of said Lease Premises by the condemning authority, and there shall be refunded to Tenant any portion of prepaid rent covering the period subsequent to such date of taking.

b. If less than all of the Lease Premises shall be taken for any public or quasi-public use under any governmental law, decree, ordinance, regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not automatically terminate and Landlord may, at Landlord's sole option, restore and reconstruct the building and other improvements situated on the Lease Premises, provided such restoration as reconstruction shall make same reasonably habitable and suitable for the uses for which the Lease Premises are leased.

c. In the event Landlord elects not to restore and reconstruct such building and other improvements, this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease, effective as of the date of the taking of the Lease Premises by the condemning authority.

d. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned. Tenant hereby assigns to Landlord any award that may be made in condemnation or other taking, together with any and all rights of Tenant now or hereafter arising to all or part of the award; provided, however, nothing contained herein shall be deemed to give Landlord any interest in, or require Tenant to assign to Landlord, any award made to Tenant specifically for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

RELEASES

27. Tenant waives all claims of any kind, including those arising under common law, legislation or this Lease, and same are barred unless Landlord is given written notice within thirty (30) days Tenant

receives knowledge of the event, action or inaction to which such claim relates specifically identifying the complaint.

In the event either Party brings litigation to enforce their rights under this Lease, the prevailing party to such action will be entitled to attorney's fees and costs. The provisions of this section shall survive any termination, cancellation, or expiration of this Lease, however arising.

**RECOURSE
LIMITATION**

28. Tenant specifically agrees to look solely to Landlord's interest in the Lease Premises in the recovery of any judgment from the Landlord. The provisions contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

LANGUAGE

29. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural unless the context otherwise requires.

**GENERAL RULES OF
CONSTRUCTION**

30. This Lease shall not be strictly construed against either Landlord or Tenant. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity. Except as otherwise specifically provided, each provision hereof shall be deemed both a covenant and a condition. The parties acknowledge that each party and its counsel, if any has had the opportunity to review and revise this Lease, and the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments hereto.

CAPTIONS

31. The headings and captions contained in this Lease are inserted for convenience only and are not deemed to be a part of or to be used in construing this Lease. The captions in no way define, describe, limit the scope or the intent of this Lease or any provisions hereof.

SUCCESSORS

32. The terms, conditions, and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including, but not limited to, any notice required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

NOTICES

33. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when hand delivered, sent by facsimile, deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to parties hereto at the respective addresses set out above, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

SPECIAL PROVISIONS

34. If Landlord, for any reason whatsoever, cannot deliver possession at the start of the term as hereinbefore specified, this Lease is voidable at the Tenant's discretion. Should Tenant choose to maintain this Lease, there shall be a proportionate reduction of rent covering the period between the commencement of the term and the time when Landlord delivers possession. The term of this Lease shall not be extended by such delay.
35. A late charge of fifteen percent (15%) of the rent due shall be charged if the rent payment is not received in the Landlord's office within five (5) days after the due date. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of rent, and the use of the Lease Premises by Tenant is obtained only if, and on the condition that, the rent is paid on time. Payment of rent shall be an independent covenant. All monies received by Landlord shall be applied first to non-rent obligations of Tenant, then to rent, regardless of any notations on checks. Monthly rent shall be

paid by a single check or, at Landlord's option, by money order.

36. Tenant and Tenant's employees, clients, agents, customers, and invitees shall comply with all rules and regulations now and hereinafter promulgated by Landlord. Tenant agrees to obey all laws and ordinances applicable to the Lease Premises and to engage in no activities in or on the Lease Premises of an illegal nature, purpose, or intent. Tenant further agrees that Tenant's representatives, agents, customers, employees, or invitees shall not disturb the rights, comforts, and convenience of other tenants or neighbors in close proximity to the Lease Premises. Tenant's use of the Lease Premises shall not endanger the health or disturb the reasonable enjoyment of any other owner or occupant or the local neighborhood in general.
37. Tenant shall not change or add any new locks to the Lease Premises unless Tenant provides Landlord with a key thereto. If Landlord must forcibly enter the Lease Premises because Tenant fails to provide said key, Tenant shall be responsible for any locksmith or repair bills related to said entry.
38. Tenant assumes responsibility for properly draining the exterior plumbing in advance of a below freezing weather event.

SURVIVAL

39. This Lease will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby agrees to submit to the exclusive jurisdiction of any state or federal court in Parker County, Texas in respect to any dispute, action, suit, or proceeding arising out of this Lease.

VENUE

40. In the event that a court of competent jurisdiction determines that any portion of this Lease is unenforceable, void, invalid, or inoperative, the remaining provisions of this Lease shall not be affected and shall continue in effect as though such invalid provisions were deleted.

ENTIRE AGREEMENT

41. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all

prior written or oral understandings. This Lease may be amended only by the written agreement of the parties.

WITNESS OUR HANDS this 15th day of December, 2022.

LANDLORD

1882 Partners, LP

By: 1882 Historic District LLC General Partner

By: Patrick Beauchamp Member

TENANT

The City of Aledo

By: [Signature]
Title: City Manager

Sworn to Before Me
at Aledo City Hall on
this the 15th Day of
December, 2022

Deana McMullen
Notary Public

