

## LEASE AGREEMENT

This **LEASE AGREEMENT** (this “Lease”) is entered into as of the Effective Date (defined below) between Burleson Independent School District (“Landlord”), and Hill College (“Tenant”) (sometimes Landlord and Tenant are referred to herein individually as a “Party,” and collectively as the “Parties”).

1. **DEFINITIONS AND BASIC PROVISIONS.** The following definitions and basic provisions are incorporated into and made a part of this Lease.

Effective Date:	October 15, 2020
Tenant’s Address:	Hill College 112 Lamar Drive Hillsboro, Texas 76645
Landlord’s Address:	Burleson Independent School District 1160 SW Wilshire Blvd. Burleson, TX 76028 Attn: Thomas Dyar, General Counsel  With a copy to:  Underwood Law Firm 1008 Macon Street, Suite 101 Fort Worth, Texas 76102 Attn: Mitchell Moses
Landlord’s Address for Payment:	Burleson Independent School District 1160 SW Wilshire Blvd. Burleson, TX 76028 Attn: Thomas Dyar, General Counsel
Premises:	Building No. 100 in the school complex located at 517 SW Johnson, Burleson, TX 76028 (the “ <u>Building</u> ”) located on the land more particularly described on <u>Exhibit A</u> attached hereto (the “ <u>Land</u> ”) (the Building and the Land are sometimes referred to herein collectively as the “ <u>Complex</u> ”). The Premises consist of the entire Building. As used herein, the term “rentable square feet” means that area, on a single tenancy floor, a floor or multiple floors to be occupied by one or more tenants, that is/are determined by measuring and computing rentable square footage on each type of floor in accordance with the Standard Method for Measuring Floor Area in Office Buildings promulgated by Building Owners and Managers Association International (ANSI/BOMA Z65.1-1996).
Condition Premises:	Tenant accepts the Premises in their current AS-IS condition,

Lease Term:	with no improvements to be made by Landlord except for those expressly provided for herein.  _____ years, commencing on _____, 20____ (the “Commencement Date”) and ending at 5:00 p.m. on the last day of the _____ (____) full calendar month in the year _____ (the “Expiration Date”), subject to adjustment and earlier termination as provided in this Lease.	
Basic Rental:	<i>Annual</i>  _____ years	<i>Basic Rental</i>  The total amount of tuition, fees and other related costs thereto generated by Tenant as consideration for providing educational programs to high school juniors and seniors currently registered with the Landlord. The Basic Rental shall be due and payable by Tenant to Landlord once each year beginning on _____ and thereafter on the _____ day of the calendar month _____ of each calendar year until the Expiration Date.
Rent:	Basic Rental and all other sums that Tenant may owe to Landlord under this Lease, together with all applicable state and local sales and use taxes on such amounts (collectively, “Rent”).	
Permitted Use:	For the purpose of operating a college, including education programs for high school juniors and seniors currently registered with the Landlord.	
Leasehold Improvement Allowance	<b>INTENTIONALLY OMITTED SHOULD LANDLORD NOT BE REQUIREMED TO MAKE ANY IMPROVEMENTS TO THE PREMISES.</b>	
Parking Spaces:	Subject to the terms of Exhibit C, Tenant will be provided _____ (____) unreserved surface parking spaces and _____ (____) reserved covered parking spaces free of charge.	

2. **LEASE GRANT.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.
  
3. **LEASE TERM.** The Lease Term (as defined above) shall commence on the Commencement Date and end on the Expiration Date. If this Lease is executed before the Premises become vacant, or otherwise available and ready for occupancy, or if any present tenant or occupant of the Premises holds over and Landlord cannot acquire possession of the Premises prior to the Commencement Date of this Lease (as defined in Exhibit D of this Lease, which exhibit is incorporated herein by reference and made a part hereof), Landlord shall not be deemed to be in default hereunder, and Tenant agrees

to accept possession of the Premises at such time as Landlord is able to tender the same and such date shall be deemed to be the Commencement Date and this Lease shall continue for the Lease Term specified herein.

4. **BASIC RENTAL.** Tenant agrees to pay to Landlord at the office of Landlord in the time, manner and frequency as stated in Section 1 hereof, in annual installments due and payable and without demand during and throughout the Lease Term. Rent shall be considered delinquent after the fifth (5<sup>th</sup>) day after the date due, and without any set-off or counterclaim whatsoever. Should Tenant occupy the Premises prior to the beginning of the Lease Term set forth herein for any purpose and/or pursuant to Section 3 above, all provisions of this Lease shall be in full force and effect from the commencement of such occupancy and the Basic Rental for such early period shall be at the Annual Rate provided above. Such prior occupancy shall not, however, shorten the Lease Term, but to the contrary, this Lease shall continue in full force and effect until the Expiration Date, unless sooner terminated as herein provided.

5. **ADDITIONAL RENTAL.**

a. **Generally.** Landlord shall be obligated to pay any and all Operating Expenses of the Complex before the delinquency thereof.

b. **Operating Expenses.** "Operating Expenses" shall mean all costs of ownership, management, operation, repair, renovation, and maintenance of the Complex, including the Building, and all other improvements located on the Land and any and all appurtenances thereto, all accrued and based on an annual period consisting of a calendar year and including without limitation, (1) wages, salaries, and fees of all employees of Landlord and/or Landlord's agents (whether paid directly by Landlord itself or reimbursed by Landlord to such other party) engaged in the operation, maintenance, leasing, or security of the Complex, including the Building, and personnel who may provide traffic control relating to ingress and egress from the parking areas of the Complex to the surrounding public streets; (2) all taxes, insurance, and benefits for employees providing these services are also included; (3) cost of all supplies, materials and equipment rented or used in the operation or maintenance of the Complex, including the Building; (4) cost of all utilities for the Complex, including the Building (specifically excluding the cost of electricity to the Complex, including the Building and related improvements); (5) management costs and the cost of all maintenance, janitorial, and service agreements for the Complex, including the Building, and the equipment therein, including, but not limited to, alarm service, window cleaning, elevator maintenance, security service, traffic control, and janitorial service; (6) cost of all insurance relating to the Complex, including the Building, including, but not limited to, the cost of fire and extended coverage insurance, rental loss or abatement insurance, casualty and liability insurance applicable to the Complex, including the Building, and Landlord's personal property used in connection therewith; (7) all taxes as defined below; (8) costs of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant); (9) amortization of the cost of capital investment items which are primarily for the purpose of reducing operating costs or which may be required by governmental authority, or which extend the life of the Building - all such costs shall be amortized over the reasonable life of the capital investment items by including in Operating Expenses the annual amortized amount thereof, with the reasonable life and amortization schedule being determined by Landlord in accordance with generally accepted accounting principles, but in no event to extend beyond the reasonable life of the Building; (10) Landlord's central accounting costs

applicable to the Complex, including the Building; and (11) cost of an office in the Building maintained for management of the Complex, including the Building.

- c. Agreement Regarding Additional Rental. Landlord and Tenant agree that the foregoing enumeration of specific types of costs and expenses is intended as illustrative only and shall not be construed so as to limit the inclusion of any types of costs or expenses otherwise intended to be included within the term Operating Expenses but not set forth above or to obligate Landlord to provide any services contemplated thereby. In addition to the direct costs described above, Landlord shall have the right to establish reserves for capital improvements, repairs and maintenance as Landlord may from time to time deem necessary or appropriate. The amount of such reserves shall be an additional component of Operating Expenses. Should such capital improvements be necessary due to casualty damage, ordinary wear and tear, compliance with any governmental law, ordinance or requirement or for any other reason, the cost of such capital improvements in excess of the currently available reserves shall be amortized over a period of time designated by Landlord in its reasonable discretion as a component of Operating Expenses. The term “taxes” shall mean all taxes and assessments and governmental charges whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Complex (or its operation), and the grounds, parking areas, driveways, and alleys around the Complex, excluding, however, federal and state taxes on income; if the present method of taxation changes so that in lieu of the whole or any part of any taxes levied on the Landlord or Complex, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Complex, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term “taxes” for the purposes hereof. “Taxes” for purposes hereof shall include without limitation, any margin tax pursuant to Chapter 171 of the Texas Tax Code (as the same may be amended, renewed or replaced from time to time). Nothing contained herein shall prevent Landlord from separating the buildings, including the Building, in the Complex and re-calculating Operating Expenses, based on charges allocable solely to the Building, together with a portion of shared expenses with the other buildings in the Complex.

## **6. ELECTRICITY CHARGES.**

- a. Electricity Costs. The term “Electricity Costs” shall mean (i) charges paid by Landlord for electricity; (ii) costs incurred in connection with an energy management program for the Building or Complex, including costs incurred for the replacement of lights and ballasts and the purchase and installation of sensors and other energy saving equipment; and (iii) if and to the extent permitted by applicable law, a reasonable fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity, provided that such fee shall not exceed fifty percent (50%) of any savings obtained by Landlord. Electricity Costs shall be adjusted as follows: (x) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electricity Costs, and (xx) the costs of electricity incurred to provide overtime HVAC to specific tenants (as reasonably estimated by Landlord) shall be deducted from Electricity Costs. Tenant’s use of electrical services furnished by Landlord shall not exceed in voltage, rated capacity, or overall load that which is standard for the Building. In the event Tenant shall request that it be allowed to consume electrical services in excess of Building standard, Landlord may refuse to consent to such usage or may consent upon such conditions as Landlord reasonably elects (including the installation of utility service upgrades,

submeters, air handlers or cooling units), and all such additional usage (to the extent permitted by law), installation and maintenance thereof shall be paid for by Tenant. Landlord, at any time during the Lease Term, shall have the right to separately meter electrical usage for the Premises or to measure electrical usage by survey or any other method that Landlord, in its reasonable judgment, deems appropriate.

- b. Payment of Electricity Costs. Landlord shall be obligated to pay any and all Electricity Costs of the Complex before the delinquency thereof.

## **7. PAYMENTS – PERFORMANCE – GROSS-UP**

- a. Payment. Tenant agrees to pay all Basic Rental and other sums provided to be paid by Tenant hereunder at the times and in the manner herein provided. The obligation of Tenant to pay Rent is an independent covenant and no act or circumstance whatsoever, whether such act or circumstance constitutes a breach hereof by Landlord, shall release Tenant of the obligation to pay Rent. Time is of the essence in the performance of all of Tenant's obligations hereunder. If any Rent payment required to be paid or which becomes due under this Lease is not paid by the fifth (5<sup>th</sup>) day following the day on which it is due, a service charge of five percent (5%) of such amount due shall become due and payable in addition to the amount otherwise due. Said service charge is for the purpose of reimbursing Landlord for the extra costs and expenses in connection with the handling and processing of late payments. In addition to such service charge, if any Rent payment is not paid by the tenth (10<sup>th</sup>) day following the day on which it becomes due, Tenant shall pay to Landlord, in addition to such Basic Rental payment and the service charge, interest on such Basic Rental payment calculated at the Default Rate (as defined below) from the date such Basic Rental payment was due until paid by Tenant. Such service charge and interest shall be independent of any other remedies Landlord may have for nonpayment of Basic Rental and other sums payable under this Lease and the acceptance of the same by Landlord shall not limit its rights, or Tenant's obligations, hereunder. For the purposes of this Lease, the term "Default Rate" shall mean the lesser of (i) maximum rate of interest permitted by applicable law or (ii) the Prime Rate (as defined hereafter) plus five percent (5%). For the purposes of this Lease, the term "Prime Rate" shall mean the then-current prime interest rate as announced or published in *The Wall Street Journal*, or its successor, from time to time, or, in the event *The Wall Street Journal* does not announce or publish a prime interest rate, the prime interest rate announced or published from time to time by such national publication as may be selected by Landlord.

## **8. SERVICES BY LANDLORD.**

- a. Services. Provided no Event of Default exists, Landlord shall use all commercially reasonable efforts to furnish to Tenant (i) water (hot and cold) at those points of supply provided for general use of tenants of the Building (at the normal temperature of the supply of water to the Building); (ii) heated and refrigerated air conditioning as appropriate, at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (iii) janitorial service as may, in the judgment of Landlord, be standard for office use on weekdays other than Holidays (defined below); (iv) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during Normal Building Hours (defined below) and on Holidays; and (v) electrical current during Normal Building Hours other than for computers, electronic data processing equipment, special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage. Landlord shall maintain

the common areas of the Building in reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents, invitees or licensees. If Tenant desires any of the services specified in this Section 8(a) at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord the cost of such services within ten (10) days after Landlord has delivered to Tenant an invoice therefor. “Normal Building Hours” means 7:00 a.m. to 7:00 p.m. on Monday through Friday (other than Holidays) and 8:00 a.m. to 1:00 p.m. on Saturday (other than Holidays); “Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, other holidays when banks are closed in Fort Worth, Texas, and such other days as Landlord may elect to recognize as holidays from time to time. Landlord shall only be obligated to provide the services set forth above in this Section 8(a), and such provision of services shall be subject to the terms hereof. In the event that Landlord provides any other services, it shall not be required to continue providing the same and it shall not assume any liability or obligation by way of providing such services (e.g., security services), all such liability or obligations expressly disclaimed.

- b. Excess Utility Use. Upon Tenant’s reasonable prior written request, Landlord shall use commercially reasonable efforts to furnish electrical current for computers, electronic data processing equipment, special lighting, equipment that requires more than 110 volts, or other equipment whose electrical energy consumption exceeds normal office usage through the then-existing feeders and risers serving the Building and the Premises, and Tenant shall pay to Landlord the cost of such service within ten (10) days after Landlord has delivered to Tenant an invoice therefor. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (i) a survey of standard or average tenant usage of electricity in the Building performed by a reputable consultant selected by Landlord and paid for by Tenant; or (ii) a separate meter (or submeter) in the Premises installed, maintained, and read by Landlord, at Tenant’s expense. Tenant shall not install any electrical equipment requiring special wiring or requiring voltage in excess of 110 volts or otherwise exceeding Building capacity unless approved in advance by Landlord in writing. Tenant shall not permit the use of electricity in the Premises to exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring required to meet Tenant’s excess electrical requirements shall, upon Tenant’s written request, be installed by Landlord, at Tenant’s cost, if, in Landlord’s sole and absolute judgment, the same are necessary and shall not cause permanent damage or injury to the Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Building. If Tenant uses machines or equipment (other than general office machines, excluding computers and electronic data processing equipment) in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof (as determined by Landlord), including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.
- c. Discontinuance. Landlord’s obligation to furnish services under this Lease shall be subject to the rules and regulations of the supplier(s) of such services and governmental rules and regulations. Landlord may, upon not less than thirty (30) days’ prior written notice to Tenant (or such shorter time if thirty (30) days is not commercially practicable), discontinue any such

service to the Premises, provided Landlord first arranges for a direct connection thereof through the supplier of such service.

- d. Restoration of Services; Abatement. Failure to any extent to furnish or any stoppage of the services described in Section 8(a) resulting from any cause whatsoever shall not render Landlord liable in any respect for damages to either person, property or business, nor be construed as an eviction of Tenant, nor entitle Tenant to any abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement contained herein. Should any malfunction of the Building improvements or facilities occur for any reason, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate or abatement of rent or damages on account thereof or of any interruptions in service occasioned thereby or resulting therefrom.
- e. Third-Party Services. If Tenant desires any service which Landlord has not specifically agreed to provide in this Lease, such as private security systems or telecommunications services serving the Premises, Tenant shall procure such service directly from a reputable third party service provider (“Provider”) for Tenant’s own account and expense. Tenant shall require each Provider to comply with the Building’s rules and regulations, all laws, and Landlord’s reasonable policies and practices for the Building. Tenant acknowledges Landlord’s current policy that requires all Providers utilizing any area of the Building outside the Premises to be approved by Landlord and to enter into a written agreement acceptable to Landlord prior to gaining access to, or making any installations in or through, such area. Accordingly, Tenant shall give Landlord advance written notice sufficient for such purposes.
- f. Access. Subject to the Building rules and regulations, Landlord’s reasonable security measures and the other provisions of this Lease, Tenant may access the Premises and the Parking Areas (defined in Exhibit C) 24 hours per day, seven days per week. If such access is unavailable due to Force Majeure (defined below) or any other reason beyond Landlord’s control (including construction performed by parties other than Landlord that prohibits such access), Landlord shall not be in default under this Section 8.f.

## **9. IMPROVEMENTS; ALTERATIONS; REPAIRS; MAINTENANCE.**

- a. Improvements; Alterations. Subject to the terms of this Section 9, improvements to the Premises shall be installed at the expense of Landlord. Any alterations or physical additions in or to the Premises and proposed by Tenant may be made, at Tenant’s sole cost and expense, without Landlord’s prior written consent, which shall not be unreasonably withheld so long as such proposed alterations are not Major Alterations. If such proposed alterations affect (i) structural elements of the Building, (ii) the mechanical, electrical or plumbing systems of the Building or (iii) the exterior of the Building (in each case, a “Major Alteration”), then Landlord may withhold its consent in its sole discretion. Notwithstanding the foregoing, Tenant, at Tenant’s sole cost and expense, may make non-structural, interior alterations to the Premises required in the ordinary course of Tenant’s business without the written consent of Landlord provided that such alterations: (A) will not be visible from outside the Premises; (B) are not Major Alterations; (C) will not violate any applicable Laws (defined below); (D) will not unreasonably interfere with the business operations of other tenants in the Building; (E) do not exceed, by way of cost therefor, \$5,000.00 in any single instance or series of related alterations performed within a six (6) month period (provided that Tenant shall not perform any improvements, alterations or additions to the Premises in stages as a means to subvert this provision); and (F) are not performed unless Tenant first secures any and all permits, licenses and approvals required to construct and install the same

(collectively, “Permitted Alterations”). All Permitted Alterations shall be made in accordance with all applicable Laws and in a good and first-class, workmanlike manner and in accordance with the terms of this Lease. Tenant shall notify Landlord before performing any Permitted Alterations if the anticipated Permitted Alterations could disrupt any other tenants or occupants of the Building or interfere with Landlord’s operation of the Building. All such alterations, additions and improvements shall be constructed, maintained and used by Tenant at its sole risk and expense, in accordance with all applicable Laws. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Premises without the prior written consent of Landlord. All alterations, additions, or improvements (whether temporary or permanent in character, and including, without limitation, all air-conditioning equipment and all other equipment that is in any manner connected to the Building’s plumbing system) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord’s property upon the expiration or termination of this Lease and shall remain on the Premises without compensation to Tenant. Approval by Landlord of any of Tenant’s drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for the cost of all work required to comply with the retrofit requirements of the Americans with Disabilities Act of 1990, the Texas Architectural Barriers Act and other Laws pertaining to accessibility of the Premises by disabled or handicapped persons, (including, without limitation, all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time) necessitated by any installations, additions, or alterations made in or to the Premises at the request of or by Tenant or by Tenant’s use of the Premises (other than retrofit work whose cost has been particularly identified as being payable by Landlord in an instrument signed by Landlord and Tenant), regardless of whether such cost is incurred in connection with retrofit work required in the Premises or in other areas of the Building.

- b. Repairs; Maintenance. Tenant shall maintain the Premises in a clean, safe, operable, and attractive condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord’s direction and supervision, any damage to the Building caused by Tenant or Tenant’s employees, agents, contractors, invitees or licensees. Tenant shall notify Landlord in writing of any such damage as soon as possible after the occurrence thereof, but in all events within one (1) day thereafter. If Tenant fails to make such repairs or replacements within fifteen (15) days after the occurrence of such damage, then Landlord may make the same at Tenant’s cost. In lieu of having Tenant repair any such damage outside of the Premises, Landlord may repair such damage at Tenant’s cost. The cost of any repair or replacement work performed by Landlord under this Section 9.b shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.
- c. Performance of Work. All work described in this Section 9 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require, with Landlord named as additional insured on such policies and certificate(s) of insurance evidencing the same delivered to Landlord before the commencement of any work by Tenant’s contractors or subcontractors, and to procure payment and performance bonds



reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by the Building's engineer of record.

- d. Mechanic's Liens. Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within five (5) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefor.

#### **10. USE.**

Tenant is entitled to use the Premises only for the Permitted Use. Tenant shall comply with all Laws, orders and rules relating to the use, condition, and occupancy of the Premises. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards or results in an increased rate of insurance on the Building or its contents or the storage of any Hazardous Materials (as hereinafter defined). If, because of Tenant's acts, the rate of insurance on the Building or its contents increases, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights. Tenant shall conduct its business and control its agents, employees, contractors, invitees and licensees in such a manner as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building.

#### **11. ASSIGNMENT AND SUBLETTING.**

Tenant shall not, without Landlord's prior written consent, grant a license under, assign, mortgage or otherwise transfer, in whole or in part, this Lease or any rights hereunder, or allow the same to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, or use or permit same to be used for any purpose other than the sole Permitted Use (all of the foregoing, collectively, a "Transfer"). Any such assignment, mortgage or subletting without such consent shall be void and shall, at the option of Landlord, be deemed a breach of this Lease. Notwithstanding any assignment or subletting approved by Landlord or otherwise permitted hereby, Tenant and guarantor of Tenant's obligations under this Lease and each assignee shall at all times remain fully responsible and liable for the payment of the Basic Rental and other sums herein specified and for compliance with all of Tenant's other covenants and obligations under this Lease. No consent to any assignment or mortgage of this Lease or any subletting of the Premises shall constitute a waiver of the provisions of this Section 11 except as to the specified instance covered thereby. In the event of any Transfer or assignment, all Rent arranged for in the documentation of the same shall be paid directly to Landlord regardless of if the amount is less than, equal to or greater than the Rent paid by Tenant to Landlord under the terms of this Lease. If Tenant effects an assignment or sublease or requests the consent of Landlord to any proposed assignment or sublease, then Tenant shall pay Landlord upon demand, a non-refundable administrative fee of One Thousand Dollars (\$1,000.00) per transfer, plus any reasonable attorneys' and paralegal fees and costs incurred by Landlord in connection with such assignment or sublease or request for consent. Acceptance of the One Thousand Dollar (\$1,000.00) administrative fee and/or reimbursement of

Landlord's attorneys' and paralegal fees shall in no event obligate Landlord to consent to any proposed assignment or sublease.

## **12. RELOCATION OF PREMISES.**

Landlord reserves the right to designate another location in the Building or Complex for the Premises at any time of the Lease, and if Landlord elects to so designate a new location for the Premises, Tenant will vacate the old Premises and move into the new Premises (which will contain substantially the same number of square feet of Rentable Square Feet as the old Premises and will otherwise be comparable to the old Premises); provided, however, that Tenant shall be notified in writing at least sixty (60) days prior to said relocation, and Landlord shall pay all reasonable out-of-pocket moving expenses and all reasonable expenses for redesigning the new Premises in a manner reasonably comparable to the design of the old Premises. In the event the Premises are relocated, Basic Rental shall remain the same as provided herein; provided, however, Landlord shall be permitted to, in its sole and exclusive option, terminate this Lease and enter into a new lease with Tenant.

## **13. NO SUBROGATION; INSURANCE; INDEMNITY.**

- a. Generally. Tenant hereby waives any cause of action it might have against Landlord on account of any loss or damage that is insured against under any insurance policy that covers the Premises, Tenant's fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Landlord hereby waives any cause of action it might have against Tenant because of any loss or damage that is insured against under any insurance policy that covers the Building or any property of Landlord used in connection with the Building and which names Landlord as a party insured, provided that if the cost of restoring the loss or damage exceeds the amount of property damage insurance proceeds paid to Landlord on account of the loss or damage, Tenant shall remain liable to Landlord for the amount of such excess. This provision is cumulative of Section 13(c).
- b. Insurance. Landlord, at Landlord's sole discretion, may keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect Landlord and against any liability to the public or to any invitee of Landlord or an indemnitee incidental to the use of or resulting from any accident occurring in or upon the Premises; (b) Worker's Compensation Insurance with limits as required by statute and with Employers Liability; and (c) All Risk or Special Form coverage protecting Landlord against loss of or damage to alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured. The aforesaid policies shall (a) be provided at Landlord's expense; (b) name Landlord and the indemnitees (or such of them as Landlord may designate) as insureds (General Liability) and loss payee (Property—Special Form); and (c) be issued by an insurance company with a minimum Best's rating of "A:VIII" during the Term and which must be admitted to engage in the business of insurance in the State of Texas.
- c. Indemnity, Liability and Loss or Damage. Landlord shall not be liable to Tenant or Tenant's agents, employees, guests, invitees or any person claiming by, through or under Tenant for any injury to person, loss of or damage to property, or for loss of or damage to Tenant's business, occasioned by or through the acts or omissions of Landlord, or by any cause whatsoever except for any thereof arising solely from or out of Landlord's gross negligence or willful wrongdoing. Unless arising solely from or out of Landlord's gross negligence or willful wrongdoing, Landlord shall not be liable for, and Tenant shall indemnify Landlord and save it harmless from, all suits, actions, damages, liability and expense in connection

with loss of life, bodily or personal injury (inclusive of emotional distress) or property damage arising from or out of any occurrence in, upon, at or from the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors, employees, invitees, or licensees. **TENANT ACKNOWLEDGES AND AGREES THAT ITS INDEMNITY OBLIGATIONS HEREUNDER COVER AND RELATE TO, WITHOUT LIMITATION, ANY NEGLIGENT ACTION AND/OR OMISSION (WHETHER JOINT, COMPARATIVE OR CONCURRENT) OF LANDLORD AND LANDLORD'S AGENTS, SERVANTS AND EMPLOYEES.** If Landlord shall be made a party to any action commenced by or against Tenant, Tenant shall protect and hold Landlord harmless therefrom and on demand shall pay all costs, expenses, and reasonable attorneys' fees incurred by Landlord in connection therewith.

#### **14. SUBORDINATION; ATTORNMENT; NOTICE TO LANDLORD'S MORTGAGEE.**

- a. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Landlord's Mortgagee").
- b. Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as Landlord and/or such party may reasonably request.
- c. Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant or whose address is available by searching the Johnson County Real Property Records, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.
- d. Estoppel Certificates. From time to time, Tenant shall furnish to any party designated by Landlord, within five (5) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request.
- e. Landlord as Attorney-In-Fact. 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 as contemplated in this Section 14.

#### **15. RULES AND REGULATIONS.**

Tenant shall comply with the rules and regulations of the Building which are attached hereto as Exhibit B. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are applicable to all tenants of the Building and will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, contractors, invitees and licensees.

## **16. CONDEMNATION.**

- a. Taking – Landlord’s and Tenant’s Rights. If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a “Taking”), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so within thirty (30) days after the Taking. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within one hundred eighty (180) days after Landlord has notified Tenant of its intention to relocate Tenant. If Landlord does not elect to relocate Tenant following such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within sixty (60) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not relocate Tenant and Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.
- b. Taking – Landlord’s Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord’s Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within thirty (30) days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease and does not elect to relocate Tenant, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 16.a.
- c. Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim against the condemnor (to the extent it will not reduce Landlord’s award) for the value of Tenant’s personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

## **17. FIRE OR OTHER CASUALTY.**

- a. Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a “Casualty”), Landlord shall, within sixty (60) days after such Casualty, deliver to Tenant a good faith estimate (the “Damage Notice”) of the time needed to repair the damage caused by such Casualty.
- b. Landlord’s and Tenant’s Rights. If a material portion of the Premises or the Building is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within two hundred seventy (270) days after the commencement of repair, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so in the Damage Notice. Such relocation may, at Landlord’s election (as specified in the Damage Notice) be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within two hundred seventy (270) days after Landlord has delivered the Damage Notice to Tenant. If (i) Landlord estimates that the damage caused by a Casualty cannot be repaired within two hundred seventy (270) days after the commencement of repair and (ii) Landlord does not elect to relocate Tenant following such Casualty, then Tenant may terminate this Lease as of

the date of such Casualty by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be apportioned as of the date of such Casualty. If (i) Landlord estimates that the damage caused by a Casualty can be repaired within two hundred seventy (270) days after the commencement of repair and (ii) if this Lease is not otherwise terminated pursuant to this Section 17, then (subject to Landlord's rights under Section 17.c) Landlord shall repair the Building or the Premises, as the case may be, as provided below, and Rent for the portion of the Premises rendered untenantable by the Casualty shall be abated on a reasonable basis from the date of such Casualty until the completion of the repair, unless Tenant caused such Casualty, in which case, Tenant shall continue to pay Rent without abatement.

- c. Landlord's Rights. If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease as of the date of such Casualty by giving written notice to Tenant of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and Rent shall be apportioned as of the date of such Casualty.
- d. Repair Obligation. If neither Party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises, **and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.**

#### **18. TAXES.**

Tenant shall be liable for all taxes levied or assessed against personal property, furniture, fixtures or equipment placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture, fixtures or equipment and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is primarily liable hereunder.

#### **19. EVENTS OF DEFAULT.**

Each of the following occurrences shall constitute an "Event of Default":

- a. Monetary. Tenant's failure to pay Rent, or any other sums due from Tenant to Landlord under this Lease (or any other lease executed by Tenant for space in the Building), when due.
- b. Non-Monetary. Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease (or any other lease executed by Tenant for space in the Building) within five (5) days after the due date.
- c. Creditors. (i) The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 19.c, any guarantor of the Tenant's obligations hereunder): (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or

substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; and (ii) the admission by Tenant that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

- d. Possession. (i) The Premises are taken by process or operation of law; or (ii) Tenant does not take possession of, or abandons or vacates all or a substantial portion of the Premises.

## **20. REMEDIES.**

Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

- a. Termination of Lease. Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (i) all Rent accrued hereunder through the date of termination, (ii) all amounts due under Section 21.a, plus (iii) an amount equal to *the remainder of* (1) all Rent that Tenant would have been required to pay for the balance of the Term, as reasonably estimated by Landlord, discounted to present value at a per annum rate equal to the "Prime Rate" (herein so called) as published on the date this Lease is terminated (or on such other date of determination, as applicable) by *The Wall Street Journal, Southwest Edition*, in its listing of "Money Rates," minus (2) the then present fair rental value of the Premises for such period, similarly discounted.
- b. Termination of Possession. Terminate Tenant's right to possession of the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord the sum of (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 21.a, plus (iii) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 20.b. If Landlord elects to proceed under this Section 20.b, it may at any time elect to terminate this Lease under Section 20.a. Landlord may elect to recover its damages under Sections 20.b(i) and (ii) (or any portion thereof) or in a separate action (*e.g.*, by summary judgment) without prejudice to Landlord's right to bring one or more subsequent actions to recover additional damages hereunder. Additionally, without notice, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.
- c. Right to Cure. Landlord may perform Tenant's obligations and enter the Premises, without being liable for prosecution or any claim for damages therefor, to accomplish such purpose.

Tenant shall reimburse Landlord promptly upon request (together with reasonable supporting documentation) for the actual cost and expense that Landlord incurs in effecting compliance with this Lease on Tenant's behalf, together with interest thereon at the Default Rate from the date Landlord incurs the expense in question until Landlord is reimbursed.

- d. Mitigation. Landlord shall have no duty to mitigate damages caused by an Event of Default other than as specifically set forth in the Section 91.006 of the Texas Property Code.

## **21. PAYMENT BY TENANT; NON-WAIVER.**

- a. Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.
- b. No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No endorsement or statement on any check or any letter accompanying any check or payment shall be considered an accord and satisfaction, and Landlord may accept that check or payment without prejudice to Landlord's right to recover the balance owing and to pursue any other available remedies. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

## **22. LANDLORD'S LIEN.**

In addition to the statutory landlord's lien, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all equipment, fixtures, furniture, improvements, and other personal property of Tenant now or hereafter situated on the Premises, and all proceeds therefrom (the "Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State in which the Building is located (the "UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant five (5) days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, which is agreed to be a reasonable notice of such sale or other disposition. Tenant authorizes Landlord to execute and file an "all property" financing statement or other instrument necessary to perfect Landlord's security interest under this Section 22, which authority is irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral.

## **23. SURRENDER OF PREMISES.**

No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other casualty damage not caused by Tenant, as to which Sections 16 and 17

shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant shall not remove any such item which was paid for, in whole or in part, by Landlord). Additionally, Tenant shall remove all alterations, additions, improvements, trade fixtures, equipment, wiring, and furniture as Landlord may request; provided, however, Tenant shall only be required to remove alterations, additions, improvements, and wiring if Landlord notified Tenant of the removal requirement at the time of Landlord's approval thereof (unless such approval was not required, in which event, Tenant shall remove the same upon Landlord's request). Notwithstanding the foregoing, Tenant shall remove any alterations, additions, improvements, trade fixtures, equipment and wiring that is not Building standard. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 23 shall survive the expiration or termination of this Lease.

#### **24. HOLDING OVER.**

If Tenant fails to vacate the Premises upon the expiration or termination of this Lease, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to any other amounts due and payable by Tenant to Landlord herein (other than Basic Rental), an annual Basic Rental equal to the greater of (a) two hundred percent (200%) of the annual Basic Rental payable during the last calendar year of the Term, or (b) the prevailing rental rate in the Building for similar space. The provisions of this Section 24 shall survive the expiration or termination of this Lease.

#### **25. CERTAIN RIGHTS RESERVED BY LANDLORD.**

Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the following rights: (a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof; for such purposes, to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building; (b) to take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants, including searching all persons entering or leaving the Building; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Building Hours and on Saturdays, Sundays, and Holidays, subject, however, to Tenant's right to enter when the Building is closed after Normal Building Hours and on Holidays under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during Normal Building Hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building; (c) to change the name by which the Building is designated upon written notice to Tenant; and (d) to enter the Premises during Normal Building Hours to show the Premises to prospective purchasers, lenders, or (during the final six (6) months of the Term only) to prospective tenants.

#### **26. NATIONAL SECURITY.**

- a. Representations and Warranties; Reporting. Capitalized terms used in this Section 26.a have the meanings assigned in Section 26.b. Tenant hereby represents and warrants to Landlord that neither Tenant, nor any of its beneficial owners or affiliated entities is a Prohibited Person with whom a U.S. Person is prohibited from transacting business of the type



contemplated by this Lease, whether such prohibition arises under U.S. law, regulation, executive orders or the Lists. Tenant further represents and warrants to Landlord that neither Tenant, nor any of its beneficial owners or affiliated entities: (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the U.S. would be predicate crimes to money laundering or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. Tenant further represents and warrants to Landlord that Tenant is in compliance with any and all applicable provisions of the Patriot Act. Tenant represents and warrants that it has taken such measures as are required by law to ensure that the funds used to pay the Rent are derived from permissible sources and transactions that do not violate U.S. law and, to the extent such funds originate outside the U.S., do not violate the Laws of the jurisdiction in which they originated. If Tenant obtains knowledge that Tenant, or any of its beneficial owners or affiliated entities, or the employees of any such parties, becomes listed on the Lists or is indicted, arraigned or custodially detained on charges involving Anti-Money Laundering Laws, then Tenant shall immediately notify Landlord upon receipt of knowledge of such events.

- b. Definitions. A “Prohibited Person” means an entity, organization or individual that has been designated by U.S. law, executive order or sanction regulations of OFAC as an entity, organization or individual with whom U.S. Persons may not transact business or must limit their interactions to those approved by OFAC. A “U.S. Person” is a citizen of the United States of America, an entity organized under the laws of the United States of America, its territories or any of the several states, or any entity having its principal place of business within the United States of America or any of its territories. “List” means any list published by OFAC (including those executive orders and lists published by OFAC with respect to Prohibited Persons), including the Specially Designated Nationals and Blocked Persons list. “OFAC” is the Office of Foreign Assets Control, U.S. Department of the Treasury. “Anti-Money Laundering Laws” are laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; or (3) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions are deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “Patriot Act”), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated by OFAC pursuant thereto, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

## **27. HAZARDOUS MATERIALS.**

The term “Hazardous Materials” means any substance, material, or waste that is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or in the Building. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of, Hazardous Materials on or about the Premises or the Building except in a manner and quantity necessary for the ordinary performance of Tenant’s business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section 27, then Landlord may immediately take any and all action reasonably

appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of cleanup and remediation) arising from Tenant's failure to comply with the provisions of this Section 27. This indemnity provision shall survive termination or expiration of the Lease.

## **28. TELECOMMUNICATIONS.**

Tenant and its telecommunications companies, including but not limited to local exchange telecommunications companies and alternative access vendor services companies shall have no right of access to and within the Building, for the installation and operation of telecommunications systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent. Tenant expressly understands and agrees that Landlord reserves the right to grant or deny access (to the Building or any portion thereof, including, without limitation, the Premises) to any telecommunications service provider whatsoever, and that Tenant shall have no right to demand or attempt to require Landlord to grant any access to any such telecommunications service provider. Moreover, Tenant acknowledges and agrees that, in the event any such telecommunications service provider desires access to the Building to serve any or all tenants thereof, such access shall be prescribed and governed by the terms and provisions of Landlord's standard Telecommunications License Agreement, which must be executed and delivered to Landlord by such telecommunications service provider before it is allowed any access whatsoever to the Building.

## **29. MISCELLANEOUS.**

- a. Landlord Transfer. Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder, after the date of assignment, but not for any obligations that arose prior to the assignment unless the transferee expressly assumes such prior obligations.
- b. Landlord's Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable from the interest of Landlord in the Building and the Land, and Landlord shall not be personally liable for any deficiency. Tenant must notify Landlord in writing of any claim or cause of action for a default by Landlord not later than ninety (90) days after the occurrence of such default, and any claim or cause of action brought with respect to a default by Landlord must be asserted not later than two (2) years and one day after the occurrence of such default. Time is of the essence with respect to the foregoing time periods, and any claim or cause of action not timely raised in a notice and asserted shall be barred. Additionally, Tenant hereby waives its statutory lien under Section 91.004 of the Texas Property Code.
- c. Force Majeure. Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either Party, such Party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or

materials, war, Laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party (“Force Majeure”).

- d. Brokerage. Tenant represents and warrants to Landlord that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant shall indemnify Landlord against all costs, expenses, attorneys’ fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under Tenant.
- e. Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested or deposited with a nationally-recognized overnight courier, and addressed to the Parties at the address specified in Section 1 hereof, (ii) hand delivered to the intended address, or (iii) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter by one of the foregoing means. Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States Mail; notices by overnight courier shall be effective upon deposit with such courier; and all other notices shall be effective upon delivery to the address of the addressee. The Parties may change their addresses by giving notice thereof to the other in conformity with this provision.
- f. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- g. Amendments; and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is express and is in a writing signed by Landlord, and no custom or practice which may evolve between the Parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the Parties, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord’s Mortgagee, no third party shall be deemed a third party beneficiary hereof.
- h. Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.
- i. Joint and Several Liability. If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant’s obligations hereunder, then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever.

- j. Captions. The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.
- k. Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone (other than Tenant's attorneys, accountants, consultants, or as required by law), by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.
- l. No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.
- m. No Offer. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.
- n. Exhibits. Landlord and Tenant agree to the terms of all exhibits and attachments attached hereto, which are incorporated herein by this reference. If a guaranty of lease is listed below, then Tenant agrees to cause the guarantor(s) to deliver an executed guaranty in the form attached to this Lease. A list of all such exhibits and attachments follows:
  - Exhibit A - Depiction of Premises
  - Exhibit B - Building Rules and Regulations
  - Exhibit C - Parking
  - Exhibit D - Commencement Agreement
- o. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.
- p. Waiver of Tax Protest. Tenant Waives All Rights Pursuant To All Laws To Protest Appraised Values Or Receive Notice Of Reappraisal Regarding The Land Or Building Or Other Property Of Landlord (Including Landlord's Personalty), Irrespective Of Whether Landlord Contests Same.
- Q. Waiver of Right to Trial by Jury. TENANT AND LANDLORD EACH: (i) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LEASE OR THE RELATIONSHIP BETWEEN THE PARTIES AS TENANT AND LANDLORD THAT CAN BE TRIED BY A JURY; AND (ii) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

- r. Laws. As used herein, the term “Laws” means all (now existing or hereafter adopted, created or recorded) federal, state and local laws, rules and regulations, all court orders, governmental directives and governmental orders and all Matters of Record affecting Landlord, the Building, the Property or other persons relating to any of the foregoing or any street, road, avenue or sidewalk comprising a part of or lying in front of the Building, including: (i) the Americans with Disabilities Act and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (the “ADA”) and any of the foregoing relating to handicapped access to the Premises and the Texas Architectural Barriers Act and any rules and regulations established by the Texas Department of Licensing and Regulation; (ii) the building code of the City of Burleson and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions; (iii) the certificates of occupancy issued for the Building as then in force; and (iv) any and all terms of any and all easements, covenants, conditions or restrictions of record, declarations or other indentures, documents or instruments of record including deed restrictions or mortgages encumbering the Building.
- s. Waiver of DTPA. Tenant hereby represents and warrants that (i) Tenant is not in a significantly disparate bargaining position with respect to this Lease, and (ii) Tenant has been represented by legal counsel of its own selection with respect to this Lease and such legal counsel has not been directly or indirectly identified, suggested or selected by Landlord or an agent of Landlord; therefore:

**WAIVER OF CONSUMER RIGHTS**

**TENANT WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT’S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER.**

- t. Disclaimer. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT’S INTENDED COMMERCIAL PURPOSE, AND TENANT’S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Lease as of the Effective Date.

LANDLORD:

BURLESON INDEPENDENT SCHOOL DISTRICT

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

TENANT:

HILL COLLEGE

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

**EXHIBIT A**  
to  
Lease Agreement

DDESCRIPTION OF PREMISES

Real Property made subject of the Warranty Deed recorded in the Real Property Records of Johnson County under Volume 414, Page 95 and Document No. 1957-128330.

**EXHIBIT B**  
to  
Lease Agreement

**BUILDING RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, corridors, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises and for going from or to another part of the Building.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable materials shall be thrown or placed therein. Damage resulting to any such fixtures or appliances or surrounding areas from misuse by Tenant shall be repaired at the sole cost and expense of Tenant, and Landlord shall not in any case be responsible therefor.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other parts of the Building except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Building except by the Building maintenance personnel nor shall any part of the Building be defaced by Tenant.

4. Tenant shall not place any additional lock or locks on any doors in or to the Premises without Landlord's prior written consent. Two keys to the locks on the doors which access the Premises from the Common Areas shall be furnished by Landlord to Tenant, and Tenant shall not have any duplicate keys made. Additional keys required by Tenant shall be made by Landlord at Tenant's sole expense. Upon termination of the Lease, Tenant shall return all keys to Landlord and shall provide to Landlord a means of opening all safes, cabinets and vaults being left with the Premises.

5. With respect to work being performed by Tenant in the Premises with the approval of Landlord, Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision shall apply to work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and any and all installation of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building. Tenant must have Landlord's written approval prior to employing any contractor. Any and all such contractors shall comply with these Rules and Regulations for such services including, but not limited to, insurance requirements. All work in or on the Building shall comply with any and all codes. Tenant shall take no action which would disturb the ceiling tiles or cause any work to be performed above the acoustical ceiling in the Building.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any bulky materials, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to such hours as Landlord shall designate. All such movement shall be under the supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant will include determination by Landlord, and subject to its decision and control, as to the time, method and routing of movement and as to limitations for safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk as to damage to articles moved and injury to person or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord and



other tenants if damaged or injured as a result of acts in connection with carrying out this service for Tenant from the time of entering the property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant.

7. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall, in all cases, be positioned to distribute the weight and stand on supporting devices approved by Landlord. All damage done to the Building by taking in or putting out any property of Tenant, or done by Tenant's property while in the Building, shall be repaired at the expense of Tenant.

8. Corridor doors, when not in use, shall be kept closed.

9. Tenant shall cooperate with Landlord's employees in keeping its Premises neat and clean. Tenant shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel. Landlord shall be in no way responsible to Tenant, its agents, employees or invitees for any loss of property from the Premises or public areas or for any damage to any property thereon from any cause whatsoever.

10. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to the Premises except by persons approved by Landlord in writing.

11. Should Tenant require telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power in excess of standard office use or heating without Landlord's prior written permission.

12. Tenant shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.

13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No animals shall be brought into or kept in, on or about the Premises.

14. No machinery other than standard office equipment shall be operated by Tenant in its Premises without the prior written consent of Landlord, nor shall Tenant use or keep in the Building any flammable or explosive fluid or substance. Tenant shall not permit its employees to install or utilize space heaters in the Premises.

15. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters.

16. Landlord will not be responsible for money, jewelry or other personal property lost or stolen in or from the Premises or public areas regardless of whether such loss or theft occurs when the area is locked against entry or not.

17. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care and cleanliness of the Building, the use and operation thereof: the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed.

**EXHIBIT C**  
to  
Lease Agreement

PARKING

During the Lease Term, Tenant shall be permitted to use the number of unreserved parking spaces set forth in Section 1 of this Lease (such unreserved parking spaces, together with any reserved parking spaces Tenant may be permitted to use pursuant to this Exhibit, being collectively referred to herein as the “Parking Spaces”) in the surface parking areas associated with the Building (the “Parking Areas”), and the number of unreserved parking spaces set forth in Section 1 of this Lease (located within the Parking Areas in locations designated by Landlord). Tenant’s use of the Parking Spaces granted to Tenant in this Exhibit shall be subject to such terms, conditions and regulations as are from time to time applicable to patrons of the Parking Areas. As of the Effective Date, the charge for the reserved Parking Spaces allotted to Tenant shall be as set forth in Section 1 of this Lease (plus all applicable taxes). If Tenant sublets any portion of the Premises or assigns any of its interest in this Lease, then the Parking Spaces allocated to Tenant hereunder shall be reduced to the extent the ratio between the rentable square feet of the Premises and the Parking Spaces granted to Tenant hereunder exceeds the Building standard ratio of parking spaces per rentable square foot as established by Landlord from time to time.

All motor vehicles (including all contents thereof) parking in the Parking Areas shall be done so at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of such motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles. **LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY WHICH MIGHT OCCUR IN THE PARKING AREAS OR ANY PORTION THEREOF OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN THE PARKING AREAS OR ANY PORTION THEREOF, AND TENANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, EXPENSES, AND/OR CAUSES OF ACTION WHICH LANDLORD MAY INCUR IN CONNECTION THEREWITH.**

**EXHIBIT D**  
to  
Lease Agreement

COMMENCEMENT AGREEMENT

This COMMENCEMENT AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), between Burleson Independent School District ("Landlord"), and Hill College ("Tenant") (sometimes Landlord and Tenant are referred to herein individually as a "Party," and collectively as the "Parties").

RECITALS:

- A. Pursuant to that certain Lease Agreement dated as of \_\_\_\_\_, 2020 (the "Lease"), Landlord leased to Tenant the entire office building known as Building No. 100 in the school complex located at 517 SW Johnson, Burleson, TX 76028, all as more fully described in the Lease.
- B. Landlord and Tenant desire to amend the Lease as follows.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meanings assigned in the Lease.
2. Condition of Premises. Tenant has accepted possession of the Premises pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease with respect to such initial tenant improvements. Furthermore, Tenant acknowledges that the Premises are suitable for the Permitted Use. Tenant hereby accepts the Premises in their "AS-IS" condition, and Landlord shall have no obligation to perform any work therein. Tenant has reviewed, and hereby accepts, the condition and capacity of the Building's existing electrical systems and HVAC. Tenant acknowledges that Landlord does not have any obligation, express or implied, to modify or increase the capacity of such systems.
3. Commencement Date. The Commencement Date of the Lease is \_\_\_\_\_. If the Commencement Date set forth in the Lease is different than the date set forth in the preceding sentence, then the Commencement Date as contained in the Lease is amended to be the Commencement Date set forth in the preceding sentence.
4. Expiration Date. The Term is scheduled to expire on \_\_\_\_\_. If the scheduled expiration date of the Term as set forth in the Lease is different than the date set forth in the preceding sentence, then the scheduled expiration date as set forth in the Lease is hereby amended to the expiration date set forth in the preceding sentence.
5. Contact Numbers. Tenant's telephone number in the Premises is \_\_\_\_\_. Tenant's facsimile number in the Premises is \_\_\_\_\_.

6. Miscellaneous.

- (a) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Lease remain unchanged and continue to be in full force and effect.
- (b) Ratification. Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, the Lease is and remains in good standing and in full force and effect, and Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.
- (c) Conflicts. The terms of this Amendment will control over any conflicts between it and the terms of the Lease.
- (d) Counterparts. This Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument.
- (e) Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

***REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE(S) FOLLOWS.***

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) set forth below to be effective as of the Effective Date.

LANDLORD:

BURLESON INDEPENDENT SCHOOL DISTRICT

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

TENANT:

HILL COLLEGE

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