



UVALDE

CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

1000 North Getty Street P.O. Box 1909 Uvalde, Texas 78802

(830) 278-6655 Fax (830) 591-4909

Ashley Chohtis, Superintendent

www.ucisd.net

"Uvalde CISD... Loyal and True"

BOARD OF TRUSTEES

Laura Perez, President

J.J. Suarez, VP

Jesse Rios, Sect. 1

Jarvis Flores

Jaclyn Gonzales

Robert Quiñones

Orlita Muñoz



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("DISTRICT" or "LESSOR" or "Uvalde Consolidated ISD"), a political subdivision and independent school district of the State of Texas, and El Progreso Memorial Library, ("LESSEE"), a non-profit organized and operating in the State of Texas.

1. LEASED PREMISES:

1.1 The DISTRICT and LESSEE hereby agree that, on the terms and conditions set forth herein, the DISTRICT shall lease to LESSEE, and LESSEE shall lease from the DISTRICT, certain District facilities located at 901 Dean Street, Uvalde Texas, 78801. The Leased Premises shall specifically include the portion of the attached exhibit identified as Exhibit A, which is incorporated herein by reference for all purposes ("Leased Premises").

1.2 In addition to use of the Leased Premises, personal property of the DISTRICT that is already located in the Leased Premises may be used (including classroom and office furniture or whiteboards etc.). Parking facilities and outdoor space of a size and allocation at Leased Premises and any other facility that is approved by the DISTRICT ("Other Leased Facilities") may be used by LESSEE and its employees. The parties may expand or reduce the amount of the space allotted to use by LESSEE during the term of this Agreement as mutually determined and agreed upon in writing.

1.3 Access to the DISTRICT's other facilities will not be provided to LESSEE; however, access to these areas may be granted by the DISTRICT on a case-by-case basis, with a prior written agreement executed between the Parties. Except as provided in this Article 1.1, unless designated as "Leased Premises" or as "Other Leased Facilities" in Section 1.2 above or as otherwise agreed in writing by the Parties, LESSEE shall not have the right to use or enjoy such property of the DISTRICT.

2. TERM:

2.1 This Agreement shall begin on April 1, 2026 and end on March 31, 2027 with an option to renew for an additional one-year term by signing a new lease agreement and/or signing a month to-month lease addendum to extend the lease.

2.2 LESSEE may terminate this lease prior to the Expiration Date, without penalty, at any time by providing written notice to the DISTRICT at least one hundred eighty (180) days in advance.

2.3 Certificate of Occupancy: Unless the parties agree otherwise, LESSEE is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

3. PERMITTED USE:

3.1 LESSEE may occupy and use the Leased Premises solely for its authorized purpose under this Agreement. LESSEE may use the leased premises for the following purpose and no other: to Operate Library Functions which includes all programming, educational, cultural and community services customarily offered by public libraries. To the extent LESSEE wishes to use the Leased Premises from its originally stated purpose, LESSEE must seek approval from the DISTRICT in advance of such use. Any direct additional costs incurred by the DISTRICT as a result of the permitted use by LESSEE will be reimbursed to the DISTRICT by LESSEE.

3.2 LESSEE shall use and occupy the Leased Premises in compliance with all applicable laws and state regulations.

3.3 LESSEE acknowledges that it is an experienced business or organizational entity and that it has conducted an investigation of the Leased Premises in order to satisfy itself as to whether the Leased Premises meet all federal, state, and local standards applicable to the activities taking place in the Leased Premises. It will be LESSEE's responsibility to ensure that the Leased Premises comply with all federal, state, and local standards and insurance requirements applicable to its activities taking place in or on the Leased Premises.

3.4 Unless otherwise specified in this Agreement or otherwise agreed to in writing by the Parties, LESSEE will operate and conduct its business in the Leased Premises during business hours that are typical of the industry in which LESSEE represents it operates.

3.5 LESSEE may not use or permit any part of the Leased Premises to be used for:

- a) any activity which is a nuisance or is offensive, noisy, or dangerous;
- b) any activity that interferes with any of LESSEE's normal business operations or the DISTRICT's management of the Leased Premises;
- c) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, or this Agreement;
- d) any hazardous activity that would require any insurance premium on the Leased Premises to increase or that would void any such insurance;
- e) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
- f) the permanent or temporary storage of any hazardous material; ("Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.)
- g) any activity that would be considered illegal or unauthorized under state or federal law.

3.6 The DISTRICT does not represent or warrant that the Leased Premises conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to LESSEE's intended use. LESSEE must satisfy itself that the Leased Premises may be used as LESSEE intends by independently investigating all matters related

to the use of the Leased Premises. LESSEE agrees that it is not relying on any warranty or representation made by the DISTRICT concerning the use of the Leased Premises.

3.7 Shared Use: LESSEE understands that disputes regarding use of any shared spaces may arise during the term of this lease. Lessee agrees to work in good faith to resolve disputes in an equitable manner. The parties shall first make reasonable efforts to resolve any conflict through direct discussion between their designated on-site representatives within five (5) business days of the issue arising. If the dispute is not resolved informally, either party may provide written notice to the other describing the nature of the conflict and the proposed resolution. The parties shall meet or confer within ten (10) business days after such notice to attempt a mutually acceptable solution. Unresolved matters shall be referred to the Superintendent or designee of the LESSOR, whose determination regarding scheduling priorities and use of the shared spaces shall be final and binding. In all cases, District programs, activities, and operations shall take precedence over LESSEE's use of any shared space. LESSEE acknowledges that District needs may require temporary adjustments, relocations, or suspensions of Lessee's access, and agrees to cooperate in good faith to accommodate such needs without claim for damages or abatement of rent or fees.

3.8 Signs. LESSEE may not post or paint any signs or place any decoration outside the Leased Premises or on the Leased Premises without the DISTRICT'S written consent. DISTRICT may remove any unauthorized sign or decorations, and LESSEE will promptly reimburse the DISTRICT for its cost to remove any unauthorized sign or decorations. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the Leased Premises or Property. The DISTRICT may temporarily remove any authorized sign to complete repairs or alterations to the Leased Premises or the Property. By providing written notice to LESSEE before this lease ends, the DISTRICT may require LESSEE, upon move-out and at LESSEE'S expense, to remove, without damage to the Property or Leased Premises, any or all signs or decorations that were placed on the Property or Leased Premises by or at the request of LESSEE. Any signs or decorations that the DISTRICT does not require LESSEE to remove and that are fixtures, become the property of the DISTRICT and must be surrendered to DISTRICT at the time this lease ends.

4. MOVE IN AND MOVE OUT CONDITION(S)

4.1 Move-In: LESSEE has inspected the Leased Premises and accepts it in its present ("as is") condition. The DISTRICT has made no express or implied warranties as to the condition or permitted use of the Leased Premises. LESSEE may compile a Baseline Condition Report documenting the condition of the Leased Premises as of the Effective Date of the Lease to be attached as **Exhibit B**.

4.2 Move-Out: At the time this lease ends, LESSEE will surrender the Leased Premises in the same condition as when received, except all changes that the DISTRICT previously approved. LESSEE will leave the Leased Premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants. If LESSEE leaves any personal property in the Leased Premises after LESSEE surrenders possession of the Leased Premises, the DISTRICT may: (1) require LESSEE, at LESSEE's expense, to remove the personal property by providing written notice to LESSEE; or (2) retain such personal property as forfeited property to the DISTRICT.

5. RENT AND SECURITY DEPOSIT

5.1 In consideration for the lease of the Premises by DISTRICT to LESSEE pursuant to the terms hereof, LESSEE shall pay to the DISTRICT the sum of **FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00) monthly**. At the time of payment, LESSEE must provide a current Certificate of Insurance showing the Leased Premises is insured as set out below in Section 8, below. LESSEE must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease.

Page 3 of 13
UCISD Lease
Agreement

5.2 All payments of Rent and all other sums due under this Agreement shall be made to the DISTRICT at the following address, or such other address as the DISTRICT may designate in writing:

**Uvalde Consolidated ISD
Attn: Superintendent
1000 North Getty Street / P.O. Box 1909
Uvalde, TX 78802**

5.3 Upon execution of this lease, LESSEE shall pay to the DISTRICT at the address above a deposit for the amount of FIVE THOUSAND, FIVE-HUNDRED DOLLARS (\$5,500.00) as a security deposit. The DISTRICT may apply the security deposit to any amounts owed by LESSEE under this lease, including to repair any damages to the Leased Premises upon the termination of this lease. Within sixty (60) days after LESSEE surrenders the Leased Premises and provides the DISTRICT written notice of LESSEE'S forwarding address, the DISTRICT will refund the security deposit less any amounts applied toward amounts owed by LESSEE or other charges authorized by this lease.

6. COSTS AND UTILITIES:

6.1 The party designated below will pay for the following utilities charged to the Leased Premises:

ITEM	Check the box to indicate which Party is Responsible		
	DISTRICT	LESSEE	NOT APPLICABLE
(1) Water	X		
(2) Sewer	X		
(3) Electric	X		
(4) Gas	X		
(5) Telephone	X		
(6) Trash /Waste Management Services	X		

(7) Janitorial/Custodial Services	X		
(8) Internet *	X		
(9) Other: _____			

** Note: For internet – see section 6.3 below.*

The party responsible for the charges herein will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if LESSEE selects the provider, any access or alterations to the Property or Leased Premises necessary for the utilities may be made only with the DISTRICT’s prior written consent, which the District will not unreasonably withhold. If the DISTRICT incurs any liability for utility or connection charges for which LESSEE is responsible to pay and the DISTRICT pays such amount, LESSEE will immediately upon written notice from the DISTRICT reimburse the DISTRICT of such an amount.

6.2 The DISTRICT shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever. The District can agree to abate and pro-rate rent for any interruption of utilities more than a 48 hour period upon evidence of LESSOR/LESSEE’s good-faith efforts to repair such utilities pursuant to Paragraph 7.3. LESSEE shall be responsible for determining whether available utilities and their capacities will meet LESSEE’s needs. LESSEE should determine if all necessary utilities are available to the Leased Premises and are adequate for LESSEE’s intended use.

6.3 Internet Services. If LESSEE opts to utilize the DISTRICT’s internet, then the following provisions apply:

- a. The internet service is provided as an amenity to LESSEE. However, the DISTRICT makes no guarantees regarding the speed, availability, or reliability of the internet connection. **b. Proper Use:** LESSEE agrees to use the provided internet service responsibly and lawfully. LESSEE shall not use the internet service for any illegal or unauthorized purposes, including but not limited to: downloading or distributing copyrighted material without permission; engaging in activities that may harm the network, such as introducing viruses or engaging in hacking; and or using the internet for commercial purposes not expressly allowed under this Lease Agreement. **c. Compliance with ISP Terms:** LESSEE agrees to comply with the terms of service of the DISTRICT’s internet service provider (ISP). Any violation of the ISP’s terms that results in penalties or additional costs to the DISTRICT will be the responsibility of the LESSEE. **d. Security:** LESSEE is responsible for ensuring the security of any devices connected to the internet network provided by the DISTRICT. The DISTRICT is not responsible for any damages, loss of data, or security breaches experienced by the LESSEE while using the internet.
- e. **Limitations on Liability:** The DISTRICT shall not be liable for any interruption, failure, or malfunction of the internet service. LESSEE acknowledges that the internet service may be unavailable at times for maintenance or other reasons beyond the DISTRICT’s control. In such cases, LESSEE shall not be entitled to any reduction in rent or compensation.
- f. **Termination of Access:** The DISTRICT reserves the right to suspend or terminate LESSEE’s access to the internet service in the event of non-payment of rent, breach of this provision, or other violations of this Lease Agreement. Such suspension or termination will not relieve the

LESSEE. The DISTRICT may also terminate internet services at any time for convenience by providing LESSEE thirty (30) days written notice.

- g. Indemnification: LESSEE AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY CLAIMS, DAMAGES, OR LEGAL ACTIONS ARISING FROM THE LESSEE'S USE OR MISUSE OF THE INTERNET SERVICE.**

7. MAINTENANCE AND REPAIRS

7.1 Cleaning: LESSEE must keep the Leased Premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. LESSOR will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type.

7.2 Repairs of Conditions: LESSEE must promptly notify LESSOR of any damaged property needing repair.

7.3 Lessee's Responsibilities: Lessee shall, at its sole cost and expense, be responsible for all maintenance, repair, and replacement necessary to keep the Premises, including all improvements, equipment, fixtures, and appurtenances thereon, in a clean, safe, and fully operable condition and in good repair, reasonable wear and tear excepted.

Page 5 of 13
UCISD Lease
Agreement

7.4 Lessor's Responsibilities: Lessor shall be responsible for but have no obligation to make any repairs or replacements to the Premises, except that Lessor may, at its sole discretion and subject to available funds, elect to perform repairs to structural components of the building (i.e., HVAC foundation, load-bearing walls, and roof) if such repairs are necessary to maintain the structural integrity of the building and are not caused, in whole or in part, by Lessee's use, occupancy, or negligence. Any such repairs performed by Lessor shall not be deemed a waiver of Lessee's continuing maintenance obligations.

7.5 Damage Caused by Lessee: Lessee shall promptly repair, at its own expense, any damage to the Premises or surrounding property arising out of or related to Lessee's use or activities, whether by Lessee, its employees, agents, invitees, or participants.

7.6 Right of Lessor to Cure: If Lessee fails to perform any required maintenance or repair, Lessor may, but shall not be obligated to, perform such maintenance or repair and Lessee shall reimburse Lessor for all costs incurred within thirty (30) days after written demand.

8. INSURANCE AND INDEMNIFICATION:

8.1 Throughout the Term of this Agreement, LESSEE shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance insuring LESSEE, the DISTRICT, and the DISTRICT's affiliates against any and all liability for injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Leased Premises by LESSEE or by the condition of the Leased Premises.

During the time this lease is in effect, LESSEE must, at LESSEE's sole expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- a) **Commercial General Liability:** Commercial General Liability insurance naming Uvalde Consolidated Independent School District as an additional insured with policy limits on an occurrence basis in a minimum amount of \$1,000,000.
- b) **Personal Property:** Personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss.

District must be listed as an additional insured. Prior to the commencement of this lease agreement, LESSEE shall provide the DISTRICT with a copy of all insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, LESSEE must not later than 10 days after the renewal or change, provide the DISTRICT a copy of an insurance certificate evidencing the renewal or change. LESSEE must also deliver a copy of the most current Certificate of Insurance at the beginning of each year of this lease – on **October 1st** of each year.

LESSEE must provide 30-days' notice of cancellation to the DISTRICT and further require any and all coverage providers insuring the Leased Premises to notify the District at least 30-days in advance of cancellation of any insurance coverage.

If LESSEE fails to maintain the required insurance in full force and effect at all times this lease is in effect, the DISTRICT may but is not required to purchase insurance that will provide the DISTRICT with the same coverage required herein and LESSEE must immediately reimburse the DISTRICT for any such expense; or the DISTRICT may immediately terminate this Agreement upon the LESSEE's failure to provide a valid Certificate of Insurance.

Page 6 of 13
UCISD Lease
Agreement

8.2 Natural Disaster Damages: If a hurricane or other natural disaster (which is defined as including but is not limited to: coastal flooding, cold wave, drought, earthquake, hail, heat wave, hurricane (tropical cyclone), ice storm, landslide, lightning, riverine flooding, strong wind, tornado, typhoon, tsunami, volcanic activity, wildfire, winter weather, etc.) damages LESSEE's personal belongings, LESSEE understands and agrees that the DISTRICT is not responsible or liable for any such damages and it is LESSEE's sole obligation to ensure that the insurance policy covers the loss of any of LESSEE's personal property. In the event a natural disaster causes damage to the Leased Premises that makes the property unusable or uninhabitable, then the lease agreement automatically terminates. LESSEE understands and agrees that in the event of any damage or destruction of the Leased Premises, LESSEE is solely responsible for any repair, restoration, replacement or rebuilding the Leased Premises if LESSEE decides to continue to use the Leased Premises following an event that renders the property unusable or uninhabitable. The DISTRICT will not make any repairs to the property at any time. Further, LESSEE understands and agrees that it is its sole responsibility to insure the property against any natural disasters including tornados or other weather events.

8.3 The limits of said insurance required by this Agreement or as carried by LESSEE shall not, however, limit the liability of LESSEE nor relieve LESSEE of any obligation hereunder. All insurance to be carried by LESSEE shall be primary to and not contributory with any similar insurance carried by

DISTRICT, whose insurance shall be considered excess insurance only.

8.4 To the extent allowable under the laws and regulations governing the writing of insurance within the state of Texas, LESSEE releases DISTRICT and its agents and employees from all liability to the DISTRICT, or anyone claiming through or under it, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this lease, pursuant to insurance policies carried by LESSEE which is in force at the time of the loss or damage. LESSEE will request that its insurance carrier include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation.

8.5 LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD DISTRICT, ITS TRUSTEES, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIMS, LOSSES, DAMAGES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COURT AND OTHER COSTS, ARISING OUT OR RESULTING, IN WHOLE OR IN PART FROM OF ITS OWN WILLFUL OR NEGLIGENT ACTS OR OMISSIONS DURING USE OF THE PREMISES BY LESSEE (INCLUDING THE AGENTS, EMPLOYEES, LICENSEES, OR INVITEES OF LESSEE). THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE DISTRICT. WHERE THE NEGLIGENCE OF THE DISTRICT IS A CONCURRING CAUSE, LESSEE'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF DISTRICT AND THE LESSEE TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH THE DISTRICT IS A PARTY.

8.6 To the extent permitted by law, the DISTRICT is NOT responsible to LESSEE or LESSEE's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by: (a) an act, omission, or neglect of: LESSEE; LESSEE's agent(s); LESSEE's guest; LESSEE's employees; LESSEE's patrons; LESSEE's invitees; or any other lessee on the Property; (b) fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary,

Page 7 of 13
UCISD Lease
Agreement

robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

8.7 The provisions of this Section 8 shall survive the termination of this Agreement.

9. ALTERATIONS, ADDITIONS, and IMPROVEMENTS: LESSEE shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the DISTRICT. Any such approved alterations, additions or improvements to the Leased Premises shall become a part of the Leased Premises, and shall become the property of the DISTRICT upon termination of this Agreement, unless such additions, improvements, or alterations are not considered affixed to the property and LESSEE can remove the property with no damage or negative effects to the Leased Premises or such damage can be and is repaired to the same or better condition as that portion of the Leased Premises was delivered to LESSEE. Requests or notices of this nature should be submitted to the DISTRICT's Superintendent's Office.

10. RIGHT OF ENTRY: In the event that emergency repairs to the Leased Property are required, DISTRICT may enter the property immediately, and without notice to LESSEE. In all other circumstances, the DISTRICT may enter the Leased Premises for inspection, repair, alterations, or improvement of the Leased Premises (or other reasonable purpose) but will provide LESSEE with 24-hours' notice of its intention to enter the Leased Property. The DISTRICT will not unreasonably interfere with LESSEE business operations during entry of the property.

11. ABANDONMENT: If LESSEE moves from the property prior to termination of this Agreement, the DISTRICT shall have the right to enter the Leased Premises (and may, at DISTRICT's sole discretion, terminate this Agreement prior to the end of the Term) without relieving LESSEE of its obligations under this Agreement.

12. DEFAULT:

12.1 In the event that LESSEE defaults in the performance of any obligation under this Agreement, including abandonment of the property, the DISTRICT shall provide LESSEE with written notice of the default. If the default in performance by LESSEE is not cured **within thirty (30) days** after receipt of notice of default from the DISTRICT, the DISTRICT may, without limiting its remedies under applicable law, terminate this Agreement (at which time LESSEE shall vacate the property and return it to the DISTRICT in a condition that is substantially similar to that which existed at the beginning of the Term, ordinary wear and tear excepted, within the same thirty (30) day period).

12.2 The District shall retain the right to compensation for all amounts due and owed by LESSEE to the DISTRICT under this Agreement if LESSEE terminates this Agreement in accordance with the terms hereof. Any such items of personal property not removed by the lease termination date will become DISTRICT's property on that date.

13. SALE OF LEASED PREMISES:

13.1 Should the District elect to sell the Leased Premises, the DISTRICT agrees to notify LESSEE of its intent to do so in order to provide LESSEE with the opportunity to offer to purchase the property by submitting a sealed bid in accordance with the DISTRICT's real estate sales process.

Page 8 of 13
UCISD Lease
Agreement

13.2 In the event the DISTRICT sells the Leased Premises, the DISTRICT shall be relieved and released from any liability under any and all of its covenants and obligations under the Lease, and the Lease will be deemed terminated, and the covenants and obligations will not carry over to the purchaser of the Property.

13.3 If the DISTRICT sells the Leased Premises to someone other than LESSEE, LESSEE will be provided no less than **one hundred twenty (120) days' notice** of any such impending sale to vacate the Leased Premises.

14. NO WAIVER: In the event that either party fails to enforce any obligation of the other party under

this Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.

15. NOTICE: Notice under this Agreement shall be given in writing, U.S. Mail (certified mail, return receipt requested), postage pre-paid and addressed as noted below, and shall be effective **three (3) days** after the date upon which notice is given:

DISTRICT:

Uvalde Consolidated ISD
Attn: Superintendent
1000 North Getty Street / P.O. Box 1909
Uvalde, TX 78802

LESSEE:

El Progreso Memorial Library
Attn. Byron Capt, President
301 West Main Street
Uvalde, Texas 78801-5523

16. EARLY TERMINATION: LESSEE or the DISTRICT may terminate this Agreement, with or without cause, prior to the end of the initial Term or any renewal term upon one hundred eighty (180) days' written notice to the other party.

17. NO ASSIGNMENT OR SUBLEASE: LESSEE **may not** assign or sublease under this Agreement, in whole or in part, without the prior written consent of the DISTRICT, which shall not be unreasonably withheld.

18. ENTIRE AGREEMENT: This Agreement reflects the entire agreement between the DISTRICT and LESSEE with respect to the Leased Premises.

19. VENUE/JURISDICTION: The parties hereto agree that the venue for adjudicating any such dispute hereunder shall be the applicable state court of competent jurisdiction sitting in Uvalde County, Texas. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws provisions thereof).

20. ATTORNEYS' FEES: In the event it is necessary or reasonable for either Party to retain the services of an attorney in connection with the interpretation or enforcement of any provision hereof due to a dispute between the Parties, the party prevailing in such dispute shall be entitled to collect from the other party, including costs and attorneys' fees determined by the trier of fact to be reasonable and just.

Page 9 of 13
UCISD Lease
Agreement

21. END OF TERM: Upon the termination of this Agreement, whether this Agreement expires in accordance with its terms or if it is terminated prior to the expiration of the Term, LESSEE shall surrender the Leased Premises to the DISTRICT in condition similar to that which existed at the beginning of the Term, ordinary wear and tear excepted, unless otherwise permitted in writing by the DISTRICT.

22. SUBORDINATION: This lease and all related subleases shall be subject and subordinate at all times

to the lien of any mortgages and/or ground rents and/or other encumbrances now or hereafter placed on the Leased Premises without the necessity of any further instrument or act on the part of LESSEE to effectuate such subordination, but LESSEE covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage or mortgages and/or ground rent and/or other encumbrances as shall be desired by any mortgagee or proposed mortgagee or by any person.

23. SUCCESSORS: This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

24. SEVERABILITY: The provisions of this agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

25. NO WAIVER OF IMMUNITY: No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. Nothing herein shall be construed as a consent to suit.

26. RELATIONSHIP OF PARTIES: Nothing in this agreement shall be deemed to create a partnership, agency, or joint venture relationship between the LESSEE and the DISTRICT

27. EXECUTION OF DOCUMENTS: Electronic signature via e-mail, facsimile, or other electronic means shall be binding on the parties and shall be effective upon receipt of an electronic copy of the agreement by the Parties, evidencing the signature of both Parties. The parties hereby enter into this Agreement, on the later of the dates set forth below, each through its fully authorized signatory.

AGREED TO BY DISTRICT:

UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,
an independent school district and political subdivision of the State of
Texas (“LESSOR”)

By:

Printed Name:

Title:

Date:

AGREED TO BY LESSEE:

EL PROGRESO MEMORIAL LIBRARY a non-profit organized and operating in the State of Texas (“LESSEE”)

By: Byron Capt, President

By: Jamie Fleming, Treasurer

By: Tammie Sinclair, Director

Taxpayer ID #: 17412385761

EXHIBIT A TO LEASE AGREEMENT

The leased premises also include access to and use of the pavilion and playground located at the north-west corner of the property at the corner of Bohme Street and North Park Steet.

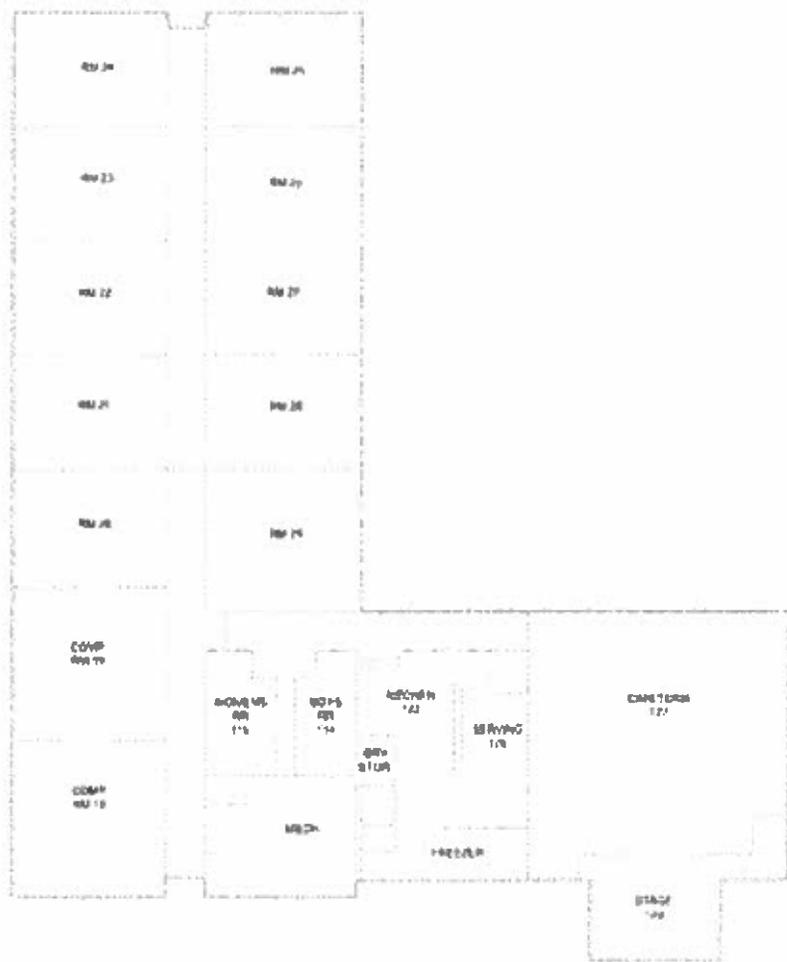


EXHIBIT B TO LEASE AGREEMENT

Baseline Condition Report

