

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - *Grant Funds Available*

*[Signature]*  
General Clerk

Date: 10-20, 2020 City Controller of the City of Houston

*[Handwritten initials]*

FUND REF: 5000-3800-752015 AMOUNT: \$ 3,729,653.92 ENCUMB. NO.: 4500334917  
 OAV 46-16330 HL # 4,019,743.99

City of Houston, Texas Ordinance No. 2020- 913

*[Handwritten circle]*

**AN ORDINANCE APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN IND HOUTX TTP LEGACY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LANDLORD, AND THE CITY OF HOUSTON, TEXAS, AS TENANT, FOR OFFICE SPACE LOCATED AT 9250 KIRBY DRIVE, SUITE 100, HOUSTON, TEXAS 77054; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \* \*

**WHEREAS**, IND HOUTX TTP LEGACY, LLC (“Landlord”) owns the real property located at 9250 Kirby Drive, Suite 100, Houston, TX 77054 (the “Premises”); and

**WHEREAS**, the City wishes to lease the Premises for general office purposes, including a call center for COVID-19 contact tracing; and

**WHEREAS**, on March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund. Pursuant to the CARES Act, the United States Department of Treasury has provided the City with a direct payment from the Coronavirus Relief Fund to cover costs that are necessary expenditures incurred due to the COVID-19 public health emergency; and

**WHEREAS**, City Council finds that it is necessary and proper to enter into a lease agreement with the Landlord for the Premises, and that the funds the City is providing to Landlord under such lease agreement are reasonable and necessary expenditures to address the COVID-19 public health emergency; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** That the City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document attached hereto as **Exhibit “A”** and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 3.** That the Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking referenced in the title of this Ordinance, in the event of changed circumstances.

**Section 4.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contract, agreement, or other undertaking without further authorization from City Council.

**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October, 2020.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 27 2020.

*Art J. Hermal*  
City Secretary

DocuSigned by:  
*[Signature]*  
6D5195BC001D4C0...  
Prepared by Legal Department \_\_\_\_\_  
(JN:jn September 28, 2020) Assistant City Attorney  
(Requested by C.J. Messiah Jr., Director, General Services Dept.)  
(L.D. No. L.D. File No. 033-2000090-001)

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**Exhibit "A"**

**LEASE AGREEMENT**

LEASE AGREEMENT

BETWEEN

IND HOUTX TTP LEGACY, LLC  
as Landlord,

and

THE CITY OF HOUSTON  
as Tenant,

Covering approximately 76,011 square feet  
of the Building known as

9250 KIRBY DRIVE  
IN TEXAS TECHNOLOGY PARK

located at

9250 Kirby Drive, Suite 100  
Houston, Texas

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**BASIC PROVISIONS**

These are the basic provisions of the following Lease Agreement between the Landlord and Tenant identified below:

- A. **EFFECTIVE DATE:** The date this Lease is countersigned by the City Controller of the City of Houston.
  
- B. **LANDLORD:**           **IND HOUTX TTP LEGACY, LLC**  
1800 Augusta Dr, 4<sup>th</sup> Floor  
Houston, TX 77057
  
- C. **TENANT:**               **THE CITY OF HOUSTON**  
P.O. Box 1562  
Houston, Texas 77251  
Attn: Assistant Director, Real Estate, General Services Department
  
- D. **CITY COUNCIL:**   The governing body of the City of Houston, Texas.
  
- E. **PREMISES:** Approximately 76,011 rentable square feet of space in the Building, as shown on the floor plan attached hereto as **Exhibit A** and made a part hereof.
  
- F. **BUILDING:** The building in which the Premises are located, having an address of 9250 Kirby Drive, Suite 100, Houston, Texas 77054.
  
- G. **PROJECT:** The Land, the Building, all improvements and any Common Areas thereon, including landscaping, parking, walkways and other facilities and installations therein, as determined by Landlord.
  
- H. **TERM:** Twenty-four (24) months.
  
- I. **COMMENCEMENT DATE:** The later of (a) November 1, 2020 or (b) that certain date after substantial completion of the Initial Improvements (as defined in Section 1(e) of the Lease Agreement) and acceptance thereof by Tenant.
  
- J. **PERMITTED USE:** General office purposes, including call center for COVID-19 contact tracing, and for such other lawful purposes as may be incidental thereto, and for no other purpose without Landlord's prior written consent.
  
- K. **NORMAL BUSINESS HOURS:** 6:00 a.m. to 8:00 p.m., Monday through Saturday.
  
- L. **MONTHLY RENT:** The amount due to Landlord during the Term as reflected below, payable monthly in accordance with Section 2 of the Lease Agreement.

<b>Lease Term Period</b>	<b>Annual Rent PSF</b>	<b>Monthly Rent for 76,011 SF</b>
Month 1- Month 12	\$24.00 PSF	\$152,022.00 PER MONTH
Month 13 – Month 24	\$24.50 PSF	\$155,189.13 PER MONTH

**M. SECURITY DEPOSIT: NONE**

**N. ADDITIONAL RENT: NONE**

**O. INITIAL MONTHLY RENT: \$152,022.00**

**P. LAWS:** All federal, state, and local laws, rules, and regulations; all court orders, governmental directives, and governmental orders; and all restrictive covenants affecting the Project, and "**Law**" shall mean any of the foregoing.

**Q. EXHIBITS:**

- EXHIBIT A Description of Land, Premises and Floor Plan
- EXHIBIT B Expansion Space
- EXHIBIT C Notice of Commencement
- EXHIBIT D Option to Extend
- EXHIBIT E Work Letter (for Initial Improvements)
- EXHIBIT F Description of Office Furniture
- EXHIBIT G Rules

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of the following Lease Agreement. The terms of these basic provisions shall have the meanings specified therefor when used as capitalized terms in other provisions of the Lease Agreement.

## LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is entered into as of the date of countersignature by the City Controller of the City of Houston (the "Effective Date") by and between IND HOUTX TTP LEGACY, LLC, a Delaware limited liability company ("Landlord"), and THE CITY OF HOUSTON, TEXAS, a municipal corporation and home-rule city principally situated in Harris County, Texas ("City" or "Tenant").

### 1. PREMISES, TERM AND INITIAL IMPROVEMENTS

(a) Landlord leases to Tenant, and Tenant leases from Landlord, approximately 76,011 rentable square feet of space, more particularly depicted on the floor plan attached as Exhibit A (the "Premises"), which Premises are part of the building currently located at 9250 Kirby Drive, Suite 100, Houston, TX 77054 and containing approximately 83,500 square feet (the "Building") located on the real property described on Exhibit A (the "Land"), subject to the terms and conditions in this Lease. The Land, the Building, all improvements and any Common Areas thereon, are hereinafter collectively referred to as the "Project."

(b) Exhibit B sets forth Tenant's obligation to lease the Expansion Space (as therein defined).

(c) "Commencement Date" shall mean the later of (a) November 1, 2020 or (b) that certain date after substantial completion of the Initial Improvements (as defined in Section 1(e) below) and acceptance thereof by Tenant. The term of this Lease (the "Term") shall be twenty-four (24) months beginning on the Commencement Date, unless sooner terminated or extended pursuant to the terms hereof. Upon the Commencement Date, Landlord and Tenant shall execute a Notice of Commencement in the form attached hereto as Exhibit C acknowledging the Commencement Date and the date the Lease will expire.

(d) Exhibit D sets forth Tenant's option to extend the Term of this Lease for the Extension Period (as therein defined).

(e) Landlord, at its sole cost and expense, shall prepare the Premises for Tenant's use and occupancy in a good and workmanlike manner and complete the work (the "Initial Improvements") listed in the Work Letter attached as Exhibit E. Landlord shall prepare the Premises in compliance with all Laws. Landlord shall obtain and maintain in effect all permits, licenses and consents required for the Initial Improvements, and obtain and maintain a valid certificate of occupancy for the Premises for Tenant's Permitted Use.

### 2. MONTHLY RENT

(a) Subject to Section 2(b) below, Tenant agrees to pay to Landlord the "Monthly Rent" each month during the Term, without demand, deduction or set off; equal to the amounts as set forth in item L of the Basic Provisions and, as applicable, under Exhibit B (Expansion Space). The first Monthly Rent payment shall be due on the Commencement Date; subsequent Monthly

Rent payments shall be due on the first day of each calendar month following the Commencement Date. If the Term begins on a day other than the first day of a month or ends on a day other than the last day of a month, the Monthly Rent for such partial month shall be prorated. NO SECURITY DEPOSIT SHALL BE REQUIRED FROM TENANT.

(b) Notwithstanding anything contained in this Lease to the contrary, Landlord acknowledges and agrees that all Monthly Rent and any other payments payable to Landlord by Tenant shall be made only by warrant issued by the City of Houston Controller. Landlord hereby admits its knowledge and notice that the ability of Tenant to make Monthly Rent and any other payments payable to Landlord by Tenant is completely dependent upon and limited by the extent to which funds may be certified by the City of Houston Controller as available for use in making such payments under this Lease.

(c) All payments and reimbursements required to be made by Tenant under this Lease shall constitute "**rent**" (herein so called). All rent payments shall be sent to the following address, which address may be changed from time to time by Landlord pursuant to Section 22 (Notices):

IND HOUTX TTP LEGACY, LLC  
c/o Fuller Realty Interests, LLC  
1800 Augusta Dr, 4<sup>th</sup> Floor  
Houston, TX 77057

### 3. TAXES

Landlord shall pay, before delinquency, all taxes, assessments and governmental charges whether federal, state, county, or municipal and whether they are imposed by taxing or management districts or authorities presently existing or hereafter created (collectively, "**Taxes**") that accrue against the Premises, the Land and the Building. If, during the Term, there is levied, assessed or imposed on Landlord a capital levy or other tax directly on the rent or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon rent, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be included within the term "Taxes." The term "**Taxes**" shall expressly include the franchise tax set forth in Chapter 171 of the Texas Tax Code (a.k.a., the Texas Margin Tax), as the same may be amended or recodified from time to time.

### 4. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS

(a) Except for maintenance work which Tenant is expressly responsible for under Section 5 below, Landlord shall perform all maintenance and make any necessary repairs and replacements to the Premises and Building, at its sole cost and expense. Without limiting the generality of the foregoing, Landlord shall perform maintenance and make any necessary repairs and replacements to the Building's roof, the foundation piers and structural members of the exterior walls (collectively, the "**Building Structure**"); the Building's skylights, windows, glass or plate glass, and doors; the foundation; the walls; door closure devices and other openings; window and door frames; locks and hardware securing the Premises and Building; molding; lighting fixtures; hot water equipment and heating, ventilation and air conditioning equipment and systems ("**HVAC**

System"); and mechanical, electrical, and plumbing equipment (including natural gas, water, sanitary sewer and electricity lines) serving the Premises and Building. Tenant shall be responsible for the reasonable cost to repair or replace any of the foregoing to the extent necessitated by the gross negligence or willful misconduct of Tenant, its agents or employees.

(b) Additionally, Landlord shall maintain the parking areas, driveways, alleys and grounds located on the Land in a condition consistent with the operation of similarly situated and aged office/warehouse facilities in the Houston, Texas medical center area, including prompt maintenance, repairs and replacements of (1) any drill or spur track servicing the Premises, (2) the exterior of the Building (including painting), (3) irrigation systems and sewage lines, and (4) any other items normally associated with the foregoing. Additionally, Landlord shall maintain any private entry drives, any detention ponds, and other common areas for the Project. Landlord shall not be required to provide any security services with respect to the Premises or any other portion of the Project.

(c) Even if Tenant is the only occupant of the Building, Landlord shall also keep all exterior areas of the Building and Project in good, clean, sanitary and sightly condition, working order and repair, including without limitation, all common areas, foundations, exterior walls, utility lines, gutters and downspouts, exterior lighting, landscaping (including regular mowing, watering, fertilization, weed prevention and other appropriate care), exterior painting, sweeping, cleaning, snow and ice removal, re-striping, repairing, sealing, re-surfacing and repaving of parking, driveway, walkway and loading areas, roof repairs and reroofing, and maintaining any spur track servicing the Building.

(d) Tenant shall promptly notify Landlord of any work required to be performed under this Section 4, and Landlord shall not be responsible for performing such work until Tenant delivers to Landlord such notice. Landlord shall immediately start any temporary repairs to protect life safety and/or secure the integrity of the Premises and all such temporary repairs, absent exigent circumstances beyond the control of Landlord, must be finished within forty-eight (48) hours following delivery of Tenant's written notice. Landlord shall complete the final repairs within thirty (30) days following delivery of Tenant's written notice, unless otherwise agreed to in writing by the Parties.

(e) Landlord shall perform all work described under this Section 4 at its sole cost and expense. Landlord and Tenant agree that this Lease shall be a "gross lease" in which Tenant is only responsible for the payment of Monthly Rent and the cost of utilities and services furnished to the Premises pursuant to Section 8(b) below. All other costs shall be the sole responsibility of the Landlord, including but not limited to costs incurred in owning, operating, managing, and maintaining the Premises and the Project and the facilities and services provided for the common use of Tenant and any other tenants of the Project (collectively, "Operating Expenses"). Operating Expenses include, but are not limited to, the following items: (1) Taxes and the cost of any tax consultant, attorney, appraiser or other expert employed to assist Landlord in determining the fair tax valuation of the Building and Land; (2) the cost of all utilities used in the Project which are not billed separately to a tenant; (3) the cost of insurance; (4) the cost of repairs, replacement and expenses, landscape maintenance and replacement, trash service (if provided), security service (if provided) and a replacement reserve for capital items; (5) wages and salaries of all employees,

agents, consultants and other individuals or entities engaged in the operation, repair, replacement, maintenance or security of the Project, including taxes, insurance and benefits relating thereto as well as the fair rental value and operating costs of any on-site office space provided to such personnel; (6) the cost of dues, assessments, and other charges applicable to the Land payable to any property or community owner association under restrictive covenants or deed restrictions to which the Land is subject; (7) management fees; and (8) alterations, additions, and improvements made by Landlord to comply with Laws or in order to reduce Operating Expenses.

## 5. TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS

Tenant shall maintain the Premises in good order and condition and shall promptly make all necessary repairs and replacements to the following: (1) telephone and data cabling and related equipment (collectively, "Cable") that is installed by or for the benefit of Tenant; (2) Alterations made by Tenant in accordance with Section 6(a); (3) the Access System installed by Tenant in accordance with Section 6(b); and (4) all of Tenant's furnishings, trade fixtures, equipment and inventory. All repairs shall be made in a workmanlike manner and any replacements or substitutions shall be of a quality, utility, value and condition similar to or better than the replaced or substituted item. Included in the foregoing maintenance obligations of Tenant are the requirements that Tenant keep the Premises clean, sanitary and sightly.

## 6. ALTERATIONS, ACCESS SYSTEM, OFFICE FURNITURE

(a) Tenant shall not make any alterations, additions or improvements (collectively, "Alterations") to the Premises without the prior written consent of Landlord. Landlord shall not be required to notify Tenant of whether it consents to any Alterations until it (a) has received plans and specifications therefor which are sufficiently detailed to allow construction of the work depicted thereon to be performed in a good and workmanlike manner, and (b) has had a reasonable opportunity to review them. If the Alterations will affect the Building Structure, HVAC System, or mechanical, electrical, or plumbing systems, then the plans and specifications therefor must be prepared by a licensed engineer reasonably acceptable to Landlord. Landlord's approval of any plans and specifications shall not be a representation that the plans or the work depicted thereon will comply with Law or be adequate for any purpose, but shall merely be Landlord's consent to performance of the work. Upon completion of any Alterations, Tenant shall deliver to Landlord accurate, reproducible as-built plans therefor. Unless Tenant specifies in writing otherwise, all Alterations shall be Landlord's property when installed in the Premises.

(b) Tenant may install at Tenant's expense, in a good and workmanlike manner, a building card key access system for entry by Tenant, its employees and agents, to the exterior doors of the Building and similar card key access within the Premises (together, the "Access System"). Landlord shall have the right to review and approve all plans and specifications for the Access System prior to installation by Tenant, such approval not to be unreasonably withheld, delayed or conditioned. Tenant shall supply Landlord with a copy of each card key necessary for the purpose of Landlord's access to the Premises in accordance with Section 13(a) of this Lease. The Access System shall remain the property of Tenant and may be removed by Tenant at any time, including upon the expiration or earlier termination of this Lease.

(c) Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be required to obtain Landlord's consent to erect or install unattached, movable furniture and trade fixtures; any interior lighting, window or door lettering, placards, decorations or paintings; Cable; and shelves, bins and machinery; provided that such items (1) do not alter the basic character of the Premises; (2) do not overload or damage the Premises or the Building; and (3) may be removed without damage to the Premises. All such items erected or installed by Tenant pursuant to this paragraph (except for cabling) shall remain the property of Tenant and may be removed by Tenant at any time, including upon the expiration or earlier termination of this Lease. All work performed by Tenant in the Premises (including that relating to the installations, repair, replacement, or removal of any item) shall be performed in accordance with Laws and with Landlord's specifications and requirements, in a good and workmanlike manner, and so as not to damage or alter the Building Structure or the Premises. Any contractors used by Tenant must carry liability insurance reasonably acceptable to Landlord, and Tenant shall deliver evidence of such insurance to Landlord before any construction is commenced.

(d) After the Commencement Date, where compliance with Title III of The Americans with Disabilities Act of 1990, the Accessibility Guidelines for Buildings and Facilities and any other law pertaining to disabilities and architectural barriers (collectively, "**ADA**") is readily achievable, Tenant shall be responsible for ADA compliance for the interior, non-structural portions of the Premises to the extent compliance relates to Tenant's use of the Premises, and Landlord shall comply with ADA relative to all other portions of the Premises and Building, and all Common Areas (including, but not limited to, parking areas, sidewalks, entrances, and access ways) as such compliance relates to the general operation of the Project. Both Landlord and Tenant shall be given ample and appropriate opportunity to challenge any compliance order or notice under the ADA received from the applicable governmental authority. Landlord shall not be responsible for determining whether Tenant is a public accommodation under ADA. Such determination, if desired by Tenant, shall be the sole responsibility of Tenant. Landlord holds relevant compliance documents from the Texas Department of Licensing and Regulation Architectural Barriers.

(e) Landlord agrees to provide Tenant and furnish the Premises with certain systems furniture and office furniture (e.g., cubicles, desks and conference room tables, but excluding task chairs) as generally shown on Exhibit F (collectively, the "**Office Furniture**"), for Tenant's use during the Term. Landlord shall, at its sole cost and expense, have the Office Furniture professionally cleaned prior to Tenant's occupancy of the Premises. Landlord's obligation to provide the Office Furniture for Tenant's use during the Term is a material inducement for Tenant's execution of this Lease. Tenant accepts such Office Furniture in its "as-is" "where-is" condition with no warranty, express or implied, of merchantability, suitability or fitness for a particular purpose, and Landlord hereby expressly disclaims any such warranties. Landlord shall have no obligation to repair or replace broken or damaged Office Furniture, other than replacement due to a casualty, during the Term. The Office Furniture shall remain the property of Landlord and may not be removed by Tenant at any time, including upon expiration or earlier termination of this Lease.

**7. SIGNS**

Tenant shall not place, install or attach any signage, advertising media, blinds, draperies, window treatments, bars, or security installations to the Premises or the Building without Landlord's prior written approval, which approval will not unreasonably be delayed or denied. Landlord hereby agrees that Tenant may install a sign on the exterior of the Building above the Premises, subject to compliance with all applicable Laws and Landlord's rules regarding same as stated in Exhibit G. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant's signage, and Tenant shall repair, paint, and/or replace any portion of the Premises or the Building damaged or altered as a result of its signage when it is removed (including, without limitation, any discoloration of the Building). Tenant shall not (a) make any changes to the exterior of the Premises or the Building, (b) install any exterior lights, decorations, balloons, flags, pennants, banners or paintings, or (c) erect or install any signs, window or door lettering, decals, window or storefront stickers, placards, decorations or advertising media of any type that is visible from the exterior of the Premises or the Building, without Landlord's prior written consent. Landlord shall not be required to notify Tenant of whether it consents to any sign until it (1) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (2) has had a reasonable opportunity to review them. In the event of a conflict between Exhibit G and this paragraph, this paragraph shall control.

**8. UTILITIES**

(a) Except as provided under Section 8(b) below, Landlord, at its sole cost and expense, agrees to furnish Tenant all utilities and services to the Premises, including without limitation, all gas, water, sewer, fire protection, and pest and rodent control used at the Premises, together with any taxes, penalties, surcharges, maintenance connection and disconnection charges, and the like pertaining thereto. Landlord shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the Premises. Landlord shall maintain, repair and replace all such items, operate the same, and keep the same in good working order and condition. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. Landlord shall ensure that all HVAC equipment is installed and maintained at all times in a manner to prevent roof leaks, damage or noise due to vibrations or improper installation, maintenance or operation.

(b) Tenant shall be responsible for all charges for the following utilities and services furnished to the Premises, the costs of which shall be billed separately to Tenant: electricity; telephone (VoIP) and other communications; alarm and other security; and janitorial services (including trash collection) and supplies to the Premises.

**9. INSURANCE**

(a) At Landlord's sole cost and expense, Landlord shall obtain and maintain in full force and effect throughout the Term the following insurance:

(i) Standard Fire and Extended Coverage Insurance insuring the Project and all building-standard improvements or additions to the Premises in an amount not less than the full replacement cost thereof;

(ii) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit; and

(iii) Commercial General Liability Insurance, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage, operations hazard, explosion, collapse and underground hazards with not less than a \$1,000,000 limit per occurrence and a general 12-month aggregate limit of at least \$2,000,000. The policy shall name or extend coverage to Tenant as an additional insured.

All insurance policies shall be issued by a company or companies authorized to do business in the State of Texas and rated "A- VII" or better in the most current edition of A.M. Best's Credit Ratings Reports. Landlord shall deliver to Tenant certificates of insurance for all policies required to be carried by Landlord under this Lease upon execution of this Lease. With respect to renewals of such policies, Landlord shall deliver to Tenant an insurance certificate not later than fifteen (15) days prior to the end of the expiring term of coverage. Upon Tenant's request, Landlord shall deliver to Tenant copies of such policies, but only once per covered period. Landlord shall notify Tenant in writing not less than thirty (30) days before any material change, reduction in coverage, or cancellation of any policy (or not less than ten (10) days with respect to the non-payment of premiums). The Commercial General Liability and Workers' Compensation insurance policies shall provide a Waiver of Subrogation in favor of the Tenant. **FOR THE PURPOSES OF THE WAIVER OF SUBROGATION, LANDLORD HEREBY WAIVES ANY RIGHT OF RECOVERY, CLAIM, CAUSE OF ACTION OR ACTION AGAINST TENANT FOR INJURY OR LOSS BY REASON OF ANY CAUSE REQUIRED OR PERMITTED TO BE INSURED HEREUNDER BY LANDLORD IN THIS LEASE.**

(b) Tenant is self-insured pursuant to Tex. Government Code § 2259.031 and its statutory liability is limited under the Texas Tort Claims Act (Chapter 101, et seq., Tex. Civ. Prac. & Rem. Code Ann.) to a maximum amount of \$250,000 per person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Under its status as a political subdivision, Tenant does not provide or purchase insurance for Commercial General Liability, including blanket contractual liability, broad form property damage, personal and advertising injury, completed operations/products liability, medical expenses, and interest of employees as additional insureds. Additionally, as a political subdivision, Tenant provides Workers' Compensation benefits to Tenant's employees under a self-insurance plan pursuant to Tex. Labor Code Ann § 504.011, as amended. Tenant is a political subdivision of the State of Texas and has only such authority to obtain insurance from third parties as is granted to Tenant by state law or as may reasonably be implied by such law. Tenant shall have no obligation under this Lease to obtain policies of insurance and shall have the right, in Tenant's sole discretion, to determine whether Tenant will maintain policies of insurance,

operate programs of self-insurance, or utilize any other program of risk protection in connection with Tenant's use and occupancy of the Premises.

#### 10. CASUALTY DAMAGE

In the event the Premises are wholly or partially damaged or destroyed by a fire, storm, tornado, or other casualty, then, unless this Lease is terminated as hereinafter provided, Landlord shall perform Landlord's Restoration Work (as hereinafter defined) with reasonable dispatch and continuity. "**Landlord's Restoration Work**" shall mean all of the work necessary to repair and restore the Premises to substantially the same condition the Premises was in immediately prior to such casualty, except for Tenant's trade fixtures and personal property, the restoration of which shall be the sole responsibility of Tenant. Tenant shall give prompt written notice to Landlord of any such damage, and Landlord shall, within thirty (30) days following the receipt of such notice, furnish to Tenant an estimate for Landlord's Restoration Work (the "**Estimate**") prepared and certified by an independent architect or contractor selected by Landlord and reasonably acceptable to Tenant, and the date (the "**Restoration Date**") by which Landlord's Restoration Work is reasonably scheduled to be completed. If the Restoration Date is a date later than one hundred twenty (120) days after the date of the Estimate, then Tenant may, at its option, terminate this Lease by giving written notice to Landlord within thirty (30) days after Tenant's receipt of the Estimate. If Landlord's Restoration Work is not completed by the Restoration Date, Tenant shall have the right to terminate this Lease upon ten (10) days' written notice to Landlord of such incompleteness; however, if Landlord completes Landlord's Restoration Work prior to the expiration of such 10-day period, then Tenant's notice of termination shall be deemed null and void and of no force and effect. Tenant may exercise the termination right described in the preceding sentence by delivering written notice thereof to Landlord at any time following the Restoration Date and prior to the date Landlord completes Landlord's Restoration Work. If Tenant terminates this Lease as herein provided, then such termination shall be effective on the date specified in Tenant's notice of termination. Tenant shall have the option to extend the Term for a period equal to the number of days from the occurrence of the casualty until the date that Landlord's Restoration Work is actually completed, with such extension to be at the same rental rate that was in effect immediately prior to the casualty. If the Premises are partially damaged or destroyed or rendered unfit for the operation of Tenant's business, then the Monthly Rent shall be abated in proportion to the area of the Premises that has been rendered unfit for the operation of Tenant's business or inaccessible for the period from the date of the damage or destruction until the date that Landlord's Restoration Work is actually completed. If the Premises are totally destroyed or rendered unfit for the operation of Tenant's business, then the Monthly Rent shall be abated completely as of the date of the damage or destruction and until the date that Landlord's Restoration Work is actually completed.

#### 11. RELEASE AND INDEMNIFICATION

(a) **LANDLORD AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY IN, ON OR ABOUT THE PROJECT OR PREMISES, WHERE SUCH**

**INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PROJECT OR PREMISES, INCLUDING BUT NOT LIMITED TO AMERICANS WITH DISABILITY ACT CLAIMS, OR THE ACT, NEGLIGENCE, FAULT OF, OR OMISSION BY LANDLORD, OR ITS AGENTS, SERVANTS OR EMPLOYEES IN CONNECTION WITH THEIR OPERATION OF THE PROJECT OR PREMISES, BUT EXCLUDING CLAIMS, DEMANDS OR CAUSES OF ACTION DIRECTLY RELATED TO TENANT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER SECTION 5 OF THIS LEASE. LANDLORD HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS LEASE.**

(b) If the City or Landlord receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within thirty (30) days. The notice must include the following: (i) a description of the indemnification event in reasonable detail (which the receiving party shall supplement as requested by the other party), (ii) the basis on which indemnification may be due, and (iii) the anticipated amount of the indemnified loss. This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Landlord is prejudiced, suffers loss, or incurs expense because of the delay.

(c) Landlord may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Landlord shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld, conditioned or delayed. Within ten (10) days after receiving written notice of the indemnification request, Landlord must advise the City as to whether or not it will defend the claim. If Landlord does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss. If Landlord elects to defend the claim, the City may retain separate counsel, at City's own expense, to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

## **12. USE**

(a) The Premises shall be used only for general office purposes, including call center for COVID-19 contact tracing, and for such other lawful purposes as may be incidental thereto, and for no other purpose without Landlord's prior written consent (the "**Permitted Use**"). Outside storage of any items is prohibited (specifically including but not limited to materials, equipment, products, waste, vehicles or trailers). Tenant shall give prompt notice to Landlord of any notice Tenant receives of the violation of any law or requirement of any governmental body with respect to the use or occupation of the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, light, noise or vibrations to emanate from the Premises; nor take any other action that would constitute a nuisance on or in the Premises.

(b) Tenant and its employees and invitees shall have the non-exclusive right to use, in common with others, up to four (4) parking spaces per one thousand (1,000) square feet of the Premises, in the parking areas associated with the Premises which Landlord has designated for such use, subject to (1) such reasonable rules and regulations as Landlord may promulgate from time to time and as currently stated in Exhibit G, and (2) rights of ingress and egress of other tenants and their employees, agents and invitees. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties, and Tenant expressly does not have the right to tow or obstruct improperly parked vehicles. In the event of a conflict between Exhibit G and this paragraph, this paragraph shall control.

(c) Tenant shall abide by and Landlord shall have the right to establish and amend from time to time (and as currently stated in Exhibit G), rules and regulations governing all tenants' uses and occupancy of the Building (provided the same are reasonable, non-discriminatory and uniformly enforced), and provided further that in the event of a conflict between those rules and this Lease, this Lease shall control.

### 13. RIGHTS RESERVED BY LANDLORD

(a) Landlord shall have reasonable access to the Premises to inspect the Premises; to make such repairs as may be required or permitted under this Lease; and to show the Premises to prospective purchasers, mortgagees, ground lessors, and (during the last six (6) months of the Term) tenants. During the last six (6) months of the Term, Landlord may erect a sign on the Premises indicating that the Premises are available. Except in the case of an emergency, any entry into the Premises by Landlord shall be upon twenty-four (24) hours' advance written notice to Tenant. Non-emergency entries upon the Premises by Landlord shall be during Normal Business Hours (as set forth in the Basic Provisions) and coordinated with Tenant so as to minimize interference with Tenant's use of the Premises. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that certain areas within the Premises may contain sensitive or confidential information of Tenant and that Landlord will be restricted from accessing such areas unless accompanied by Tenant. Tenant agrees to notify Landlord in writing of any such restricted areas as soon as reasonably practical after the Commencement Date.

(b) Landlord shall also have the right (but not the obligation) to take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Project or the protection of the Project or other property located thereon or therein, in case of fire or other casualty, or other dangerous condition, or threat thereof.

(c) Landlord reserves the right to lease any portion of the Project to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease.

(d) The term "Common Areas" shall mean the part of the Project designated by Landlord for the common use of all tenants, including, but not limited to, parking areas, driveways, entrances, sidewalks, landscaped areas, elevators, lobbies, hallways, stairways, restrooms, parking and lighting facilities and equipment, monument or pylon signs and other areas and improvements

at the Building or on the Project intended for and available for the common use of all tenants as designated by Landlord from time to time. Tenant, its legal representatives, present and future officers, agents, employees, visitors and invitees shall have the nonexclusive right to use the Common Areas in common with Landlord and other tenants of the Project. Landlord reserves the right, from time to time, to change the dimensions and location of the Common Areas, the dimensions, identity and type of any buildings, and construct additional buildings, additional stories on existing buildings or other improvements to the Project. Landlord also reserves the right to dedicate portions of the Common Areas and other portions of the Project for public purposes and grant public or private easements, rights-of-way and dedications.

#### **14. ASSIGNMENT AND SUBLETTING**

Should a successor governmental entity be created or authorized by law to be merged with, supersede, or take over the functions of Tenant, this Lease may, without the necessity for further consent of Landlord, be assigned or transferred to such successor governmental entity, subject to said successor assuming all of Tenant's responsibilities hereunder. Tenant covenants that it will not assign this Lease with the foregoing exception, in whole or in part, or sublet the Premises or any part thereof without first having obtained the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

#### **15. CONDEMNATION**

(a) If any of the floor area of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, Tenant shall have the option, exercisable by written notice to Landlord within thirty (30) days of the effective date of such taking, to immediately terminate this Lease with all remaining Monthly Rent being abated. If Tenant decides not to terminate this Lease, the Monthly Rent during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations to make the Premises an architectural whole.

(b) If more than twenty percent (20%) of the Common Areas shall be taken as aforesaid, Tenant shall have the option, exercisable by written notice to Landlord within thirty (30) days of the effective date of such taking, to immediately terminate this Lease with all remaining Monthly Rent being abated. If Tenant decides not to terminate this Lease pursuant to this subsection (b), the Monthly Rent during the unexpired portion of this Lease shall not be reduced.

(c) All compensation awarded for any taking (or the proceeds of a private sale in lieu thereof) of the Premises or Common Areas shall be the property of Landlord; provided, however, Landlord shall have no interest in any separate award made to Tenant. Tenant may file a separate claim at its sole cost and expense for Tenant's property interests, Tenant's reasonable relocation

expenses, and any other sums due Tenant as a result of such condemnation, provided the filing of such claim does not diminish the award which would otherwise be receivable by Landlord.

(d) As of the date this Lease is signed by Landlord, Landlord has no notice of any potential taking of the Premises or Common Areas for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof.

#### 16. SURRENDER OF PREMISES, HOLDING OVER

(a) At the end of the Term or the termination of Tenant's right to possess the Premises, Tenant shall deliver the Premises to Landlord in substantially similar condition as the same existed on the date of taking possession thereof by Tenant, excluding ordinary wear and tear, Landlord's maintenance obligations, obsolescence, loss by fire or other casualty and condemnation. Upon termination of this Lease, Landlord shall have the right to reenter and resume possession of the Premises.

(b) In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant-at-will, and Landlord and Tenant shall be subject to all the conditions, provisions and obligations of this Lease; provided, however, that: (a) during the first thirty (30) days of Tenant's holdover, Tenant shall pay a monthly rental fee equal to the Monthly Rent for the last month of the Term due under this Lease, and (b) during any holdover period after the first thirty (30) days of Tenant's holdover, Tenant shall pay a monthly rental fee equal to one hundred fifty percent (150%) of the Monthly Rent for the last month of the Term due under this Lease. No payments of money by Tenant to Landlord after the Term shall reinstate, continue or extend the Term, and no extension of this Term shall be valid unless it is in writing and signed by Landlord and Tenant.

#### 17. QUIET ENJOYMENT

Provided Tenant has fully performed its obligations under this Lease, and subject to the terms and provisions of this Lease, 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, but not otherwise.

#### 18. TENANT'S DEFAULT AND REMEDIES

(a) The occurrence of any one or more of the following events shall constitute an "**Event of Default**" by Tenant under this Lease:

- (1) Tenant fails to pay any installment of the Monthly Rent, or any other expense herein provided when due, and such failure shall continue for a period of thirty (30) days after written notice thereof to Tenant by Landlord.

- (2) Tenant fails to comply with any term, provision or covenant of this Lease, other than the payment of the Monthly Rent or expenses demanded by Landlord, and such failure shall continue for a period of thirty (30) days after written notice thereof to Tenant by Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(b) Upon the occurrence of an Event of Default under Section 18(a)(1), Landlord shall have the option to terminate this Lease, or to pursue any other remedies at law or in equity. Upon the occurrence of an Event of Default under Section 18(a)(2) and provided Tenant fails to cure such default after Landlord has given Tenant an additional thirty (30) days' prior written notice specifying such default with particularity, Landlord shall have the option to terminate this Lease whereupon Tenant shall peacefully surrender possession of the Premises to Landlord, or to pursue any other remedies at law or in equity.

(c) Landlord acknowledges Tenant's obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, including as amended by that certain Final Rule, 78 Fed. Reg. 5565, Jan. 25, 2013, which requires Tenant to keep patient records secure. Nothing set forth herein shall grant Landlord the right to access, possess, or retain Tenant's patient records. If, at any time, Landlord shall take possession of the Premises pursuant to this Section 18 or any other provision of this Lease, Landlord shall provide a means for Tenant to promptly access and take possession of such patient records.

## 19. LANDLORD'S DEFAULT AND REMEDIES

(a) If Landlord defaults in the performance of any covenants or agreements contained within this Lease and fails to cure such default within thirty (30) days after written notice thereof is given to Landlord by Tenant describing such default with particularity (provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), then Tenant may, at its option, terminate this Lease or pursue any other remedies available to Tenant at law or in equity.

(b) Notwithstanding anything to the contrary contained in this Lease, in the event of a default by Landlord as described above, Tenant shall be entitled to cure such default on behalf of and at the expense of Landlord (hereinafter referred to as "Tenant's Right of Self-Help"), subject to the terms and conditions of this Section 19(b). Tenant shall not be entitled to exercise Tenant's Right of Self-Help unless and until (a) Tenant has provided Landlord with an additional written notice of Landlord's default under this Lease and thirty (30) days thereafter to cure such default and (b) Landlord fails to cure such default within such additional time period. Tenant's Right of Self-Help shall permit Tenant to perform all reasonable and necessary work and make all necessary payments to protect Tenant's continued use and occupancy of the Premises. Landlord shall pay Tenant on demand the reasonable, out-of-pocket costs incurred and any amounts so paid by Tenant

on behalf of Landlord arising out of Tenant's exercise of Tenant's Right of Self-Help, together with all interest accrued thereon at a rate of one-half percent (0.5%) per month, or if such rate is above the maximum legal rate then at the maximum legal rate, until Tenant has been completely reimbursed.

(c) Notwithstanding anything to the contrary contained in this Lease, in the event of an interruption in or failure or inability to provide any services or utilities to the Premises not caused by a casualty (which shall be governed by Section 10 of this Lease) such that Tenant is unable to use and occupy the Premises (or a portion thereof) for its customary business activities (a "**Service Interruption**") and such Service Interruption continues for more than five (5) consecutive business days after written notice to Landlord, all rent shall be fully abated for each day of the Service Interruption. Such abatement shall begin retroactively from the first (1st) day of such Service Interruption and continue until the date such services or utilities are restored such that Tenant can resume use and occupancy of the Premises (or the portion affected thereby) for its customary business activities, and shall be in direct proportion to the area of the Premises which Tenant is precluded from operating its business during the period of Service Interruption. In addition, in the event any Service Interruption giving rise to rent abatement under the immediately preceding sentence is not cured within thirty (30) calendar days after written notice thereof to Landlord, Tenant shall have the right to terminate this Lease by giving written notice to Landlord. If Tenant exercises its right to terminate the Lease pursuant to this Section 19(c), then such termination shall be effective on the date specified in Tenant's notice of termination. Landlord shall provide Tenant with seventy-two (72) hours' advance written notice of all planned outages of any services or utilities to the Premises, and utilize commercially reasonable efforts to schedule all planned outages during time periods outside Normal Business Hours.

## 20. SUBORDINATION, ESTOPPEL CERTIFICATE

(a) Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Premises or the Project, and to any renewals and extensions thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises or the Project, and Tenant agrees to execute such further instruments subordinating this Lease as Landlord may request. Tenant's subordination shall be expressly conditioned upon Landlord securing a non-disturbance agreement from any lender in a form reasonably satisfactory to Tenant, which assures Tenant that in the event of foreclosure, or in the event title to the Project is transferred in lieu of such foreclosure, or in the event any lender directly or indirectly becomes the new landlord of the Premises, that the terms of this Lease will not be terminated, disturbed, or adversely affected, so long as Tenant is not in default at such time.

(b) Tenant shall, from time to time, within thirty (30) days after written request of Landlord, deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full effect, the date to which rent has been paid, the unexpired Term, acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and such other factual matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish an estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease.

21. MISCELLANEOUS

(a) The City has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Lease. Notwithstanding anything contained herein to the contrary, the City neither waives nor relinquishes any immunity or defense on behalf of itself and its respective agents, officers, directors, officials, legal representatives and employees as a result of the execution of this Lease and performance of the functions or obligations described herein. Nothing in this Lease shall constitute a waiver by the City of any provisions of (i) the Texas Tort Claims Act; (ii) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (iii) any laws relating to limitations of liability of a municipality, or (iv) sovereign or governmental immunity, as any of the foregoing may be available to the City. Moreover, nothing herein shall be construed as creating any personal liability on the part of any agent, officer, director, official, legal representative or employee of the City.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of a partnership or joint venture between the parties hereto, it being understood and agreed that neither the provisions hereof nor the acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

(c) No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default.

(d) Each and every agreement contained in this Lease is and shall be construed as a separate and independent agreement. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

(e) This Lease constitutes the entire agreement of the Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made or relied upon by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(f) Notwithstanding the fact that the Term of this Lease will commence at a date subsequent to the execution of this Lease by Landlord and Tenant, such parties intend that each shall have vested rights immediately upon the execution of this Lease and that this Lease shall be fully binding and in full force from and after execution hereof by Landlord and Tenant. The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(g) This Lease shall be construed, interpreted, governed and enforced in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Lease shall lie exclusively in Harris County, Texas.

(h) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(i) The parties acknowledge that this Lease was freely negotiated by both parties and that both parties hereto have participated in the preparation of this Lease; accordingly, should any provision of this Lease require judicial interpretation, Landlord and Tenant hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that, the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared the same.

(j) If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("**Force Majeure**"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this paragraph shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

(k) The obligations of the Landlord under this Lease shall be without recourse to the assets of any partner, officer, shareholder, director, unitholder or employee of Landlord or any partner of any partner of Landlord. Notwithstanding anything to the contrary contained elsewhere herein, under no circumstances shall either Party ever be liable to the other for consequential or special damages. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Project, and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder, which do not involve the personal liability of Landlord.

(l) Time is of the essence with respect to this Lease and every provision contained herein.

(m) Notwithstanding anything to the contrary in this Lease, all remedies of either party are cumulative and the election of a remedy by a party shall not foreclose such party from pursuing any other equitable or legal remedy.

(n) Landlord represents and warrants that all consents or approvals required for the execution, delivery and performance of this Lease have been obtained and that Landlord has the right and authority to enter into and perform its covenants and agreements contained in this Lease.

(o) This Lease is subject to all applicable terms and provisions of the Charter and the Code of Ordinances of the City of Houston, Texas, and is subject to approval by the City Council, and shall not be effective until signed by the Mayor and countersigned by the City Controller. Upon such approval and signatures, Tenant represents and warrants that all consents or approvals required for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants and agreements contained in this Lease. Notwithstanding anything contained in this Lease to the contrary, this Lease does not, nor shall it be construed to, foreclose or waive the application of all lawful requirements under the applicable laws of the State of Texas for the appropriation, allocation and payment of funds by the City. Any provision of this Lease which contemplates (a) the payment of money by the City, which payment would require the appropriation or allocation of funds over and above any sums appropriated or allocated prior to the Commencement Date in connection with this Lease and the transactions contemplated herein, or (b) any other future action, decision, agreement, waiver or approval which by its nature must be approved by the City Council, shall be subject to the approval of any subsequent City Council to which such matter is presented and to the appropriation or allocation by such City Council of the required funds, in the exercise of its legislative discretion. Landlord understands that Tenant may be required to appropriate or allocate additional funds for all or a portion of the rent during the Term and agrees that:

(1) Tenant's duty to pay money to Landlord for any purpose under this Lease is limited in its entirety by the provisions of this Section.

(2) Tenant makes a Supplemental Allocation by issuing to Landlord a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance adopted by the City Council.

***NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS***

*By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Lease out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.*

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The initial allocation plus all supplemental allocations are the "**Allocated Funds**." The City shall never be obligated to pay any money under this Lease in excess of the Allocated Funds. Landlord must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Landlord's only remedy is suspension or termination of this Lease and it has no other remedy in law or in equity against the City and no right to damages of any kind, except for recoupment of any unpaid rent due and owing at the time of the suspension or termination of this Lease.

(p) The City of Houston hereby grants the City Attorney, or his or her designee, the right to enforce all legal rights and obligations under this Lease without further authorization from other City officials. Landlord covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Lease, with the exception of those documents made confidential by federal or state law or regulation.

(q) The City of Houston hereby grants the City's Director of General Services Department, or his or her designee, the right to execute all ministerial documents required or permitted under this Lease without further authorization from other City officials, provided that such documents do not amend or modify any terms or provisions under this Lease.

(r) The exhibits attached to this Lease are incorporated herein by this reference and made a part hereof, and any reference in the body of this Lease or in the exhibits to the "Lease" shall mean this Lease together with all exhibits.

(s) Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with this Lease, other than Fuller Realty Interests, LLC, representing Landlord, and Pollan Hausman Real Estate Services, LLC, representing Tenant (together, the "**Brokers**"). Landlord will pay in full a brokerage commission to the Brokers as provided under separate commission agreements and hereby agrees to indemnify and hold harmless Tenant from any such claim.

(t) The parties have executed this Lease in multiple copies, each of which is an original. Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The parties hereby agree that each party may sign and deliver this Lease electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

(u) On March 27, 2020, the President signed into federal law the Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**"), which established the Coronavirus Relief Fund. Pursuant to the CARES Act, the United States Department of Treasury has provided the City with a direct payment from the Coronavirus Relief Fund to cover costs that are necessary expenditures incurred due to the COVID-19 public health emergency. The City has determined the funds the City is providing to Landlord under this Lease are reasonable and necessary expenditures to address the COVID-19 public health emergency.

## 22. NOTICES

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the parties hereto at their respective addresses set forth

below, or at such other addresses as they may have hereinafter specified by written notice. Notice effected other than by mail shall be deemed to have been given at the time of actual delivery.

Landlord:	Tenant:
<p>IND HOUTX TTP LEGACY, LLC  c/o Fuller Realty Interests, LLC  1800 Augusta Dr, 4<sup>th</sup> Floor  Houston, Texas 77057  Attn: Stephen G. Darnall</p> <p>With a copy to:  Highline Real Estate Partners, LLC  2900 Highway 280, Suite 300  Birmingham, Alabama 35223  Attn: Key Foster</p>	<p>City of Houston  P.O. Box 1562  Houston, Texas 77251  Attn: Asst. Director, Real Estate, General Services Dept.</p> <p>With a copy to:  Houston Health Department  8000 North Stadium Dr., 8th Floor  Houston, Texas 77054  Attn: Facilities Manager</p>

**23. HAZARDOUS WASTE**

The term "**Hazardous Substances**" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "**Environmental Law**," which term shall mean any Law relating to health, pollution, or protection of the environment. Tenant hereby agrees that (a) no activity will be conducted on the Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Tenant's business activities (the "**Permitted Activities**") provided such Permitted Activities are conducted in accordance with all Environmental Laws; (b) the Premises will not be used in any manner for the storage of any Hazardous Substances except for any temporary storage of such materials that are used in the ordinary course of Tenant's business (the "**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws; (c) no portion of the Premises will be used as a landfill or a dump; (d) Tenant will not install any underground tanks of any type; (e) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (f) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; (g) Tenant will maintain on the Premises a list of all materials stored at the Premises for which a material safety data sheet (an "**MSDS**") was issued by the producers or manufacturers thereof, together with copies of the MSDS's for such materials, and shall deliver such list and MSDS copies to Landlord upon Landlord's request therefor; and (h) Tenant shall remove all Permitted Materials from the Premises

in a manner acceptable to Landlord before Tenant's right to possess the Premises is terminated. Unless expressly identified on an addendum to this Lease, as of the date hereof there are no "Permitted Activities" or "Permitted Materials" for purposes of the foregoing provision. Landlord may enter the Premises and conduct environmental inspections and tests therein as it may reasonably require from time to time, provided that such entry and inspection are conducted in accordance with Section 13(a) of this Lease. Such inspections and tests shall be conducted at Landlord's expense.

**24. ACCEPTANCE OF PREMISES**

**TENANT ACKNOWLEDGES THAT UPON COMPLETION OF THE INITIAL IMPROVEMENTS (1) IT WILL HAVE INSPECTED THE PREMISES AND BY TAKING POSSESSION ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE BUILDING'S IMPROVEMENTS ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY LANDLORD, (3) THE COMMON AREAS, THE PREMISES AND THE SYSTEMS AND EQUIPMENT SERVICING THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD; PROVIDED, HOWEVER, NOTHING IN THIS PARAGRAPH WAIVES LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS UNDER THIS LEASE, AND (5) NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE PREMISES ON THE COMMENCEMENT DATE. FURTHER, TENANT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY BY ANY PARTY EXCEPT AS SAME ARE EXPRESSLY STATED IN THIS LEASE, AND TO THE EXTENT PERMITTED BY LAW, TENANT WAIVES ANY IMPLIED WARRANTY OF SUITABILITY OR OTHER IMPLIED WARRANTIES THAT LANDLORD WILL MAINTAIN OR REPAIR THE PREMISES OR ITS APPURTENANCES EXCEPT AS MAY BE CLEARLY AND EXPRESSLY PROVIDED IN THIS LEASE.**

*[Signature pages follow.]*

Executed by Landlord on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LANDLORD:**

IND HOUTX TTP LEGACY, LLC,  
a Delaware limited liability company

By: IND HOUTX TTP, LLC,  
a Delaware limited liability company,  
its Managing Member

By: FRI ALLIANCE TTP, LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
W. Stewart Smith, Manager

**TENANT:**

CITY OF HOUSTON, TEXAS

**ATTEST:**

\_\_\_\_\_  
Pat Jefferson Daniel  
Interim City Secretary

\_\_\_\_\_  
Sylvester Turner  
Mayor

**APPROVED AND RECOMMENDED:**

**COUNTERSIGNED:**

\_\_\_\_\_  
C.J. Messiah Jr.  
Director, General Services Department

\_\_\_\_\_  
Chris B. Brown  
Controller

Countersignature Date:

\_\_\_\_\_  
Richard Vella  
Assistant Director, Real Estate  
General Services Department

\_\_\_\_\_  
Stephen L. Williams, M.Ed., M.P.A.  
Director, Houston Health Department

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No. 033-2000090-001

## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

A 7.807 ACRES (340,084 SQ. FT.) TRACT OF LAND BEING OUT OF BLOCK 1 UNRESTRICTED RESERVE "A" OF CORPORATE CENTRE KIRBY AS RECORDED IN FILM CODE NO. 578105 OF HARRIS COUNTY MAP RECORDS (H.C.M.R.), LOCATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT 179, CITY OF HOUSTON, HARRIS COUNTY, TEXAS AND BEING ALL OF A CALLED 7.8073 ACRE TRACT DESCRIBED TO WAREHOUSE ASSOCIATES CORPORATE CENTRE CENTRE KIRBY III, LTD. AS RECORDED IN H.C.C.F. NO. 20070277145, SAID 7.807 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING: At a found 5/8-inch iron rod in the west line of Kirby Drive, 100-foot right-of-way (R.O.W.) recorded in Volume (VOL.) 230, Page (PG.) 136, H.C.M.R., the common corner being the southeast corner of Unrestricted Reserve "E" of LAKE AT 610 SECTION ONE, a subdivision recorded in VOL. 307, PG. 133 H.C.M.R. and being the northeast corner of said Unrestricted Reserve "A";

THENCE: Departing Kirby Drive, along the common line of the south line of said Unrestricted Reserve "E" and the north line of said Unrestricted Reserve "A" South 86 deg 41 min 29 sec West, a distance of 679.18 feet to a found 5/8-inch iron rod, the POINT OF BEGINNING, the common corner being a point for corner of a 3.8511-acre tract conveyed to Warehouse Associates Corporate Centre Kirby II, Ltd. as recorded in H.C.C.F. Nos. Y135291 and being the northeast corner of the herein described tract;

BEGINNING: Along the common line of the westerly line of said 3.8511-acre tract and the easterly line of the herein described tract, South 02 deg 53 min 39 sec East, a distance of 377.65 feet to a set 5/8-inch iron rod with cap (LIN 2414), the common corner being on the West line of said 3.8511-acre tract, the Northeast corner of 1.6977-acre tract conveyed to Warehouse Associates Corporate Centre Kirby II, Ltd. as recorded in H.C.C.F. Nos. Y135290 and being the most easterly southeast corner of the herein described tract;

THENCE: Continuing along said common line, South 87 deg 07 min 02 sec West, a distance of 256.76 feet to a found cut "X" in concrete, the common corner being the most westerly northwest corner of said 1.6977-acre tract and an interior corner of the herein described tract;

THENCE: Continuing along said common line, South 02 deg 52 min 58 sec East, a distance of 373.79 feet to a found cut "X" in concrete in the common line of the north line of a 9.766-acre tract conveyed to Warehouse Associates Corporate Centre Kirby VI, Ltd. as recorded in H.C.C.F. No. 20080415979 and the south line of the herein described tract, the common corner being the southwest corner of said 1.6977-acre tract and being the most southerly southeast corner of the herein described tract;

THENCE: Along said common line, South 86 deg 41 min 29 sec West, a distance of 324.11 feet to the common corner being an interior corner of said 9.766-acre tract and being the southwest

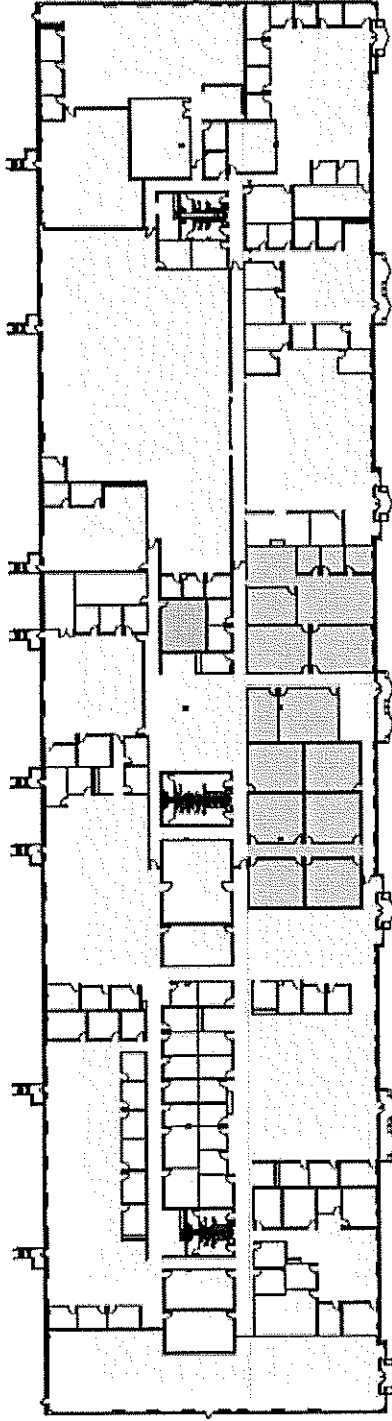
corner of the herein described tract, a found 5/8 inch iron rod bears North 27 deg 38 min East a distance of 0.3 feet;

THENCE: North 02 deg 58 min 30 sec West, a distance of 749.37 feet to a found 5/8-inch iron rod in the common line of the south line of Unrestricted Reserve "D" of said Lakes at 610 and the north line of said Unrestricted Reserve "A" and the herein described tract;

THENCE: Along said common line, North 86 deg 41 min 29 sec East, a distance of 582.01 feet to the POINT OF BEGINNING and containing 7.807 acres or 340,084 square feet of land.

**TEXAS TECHNOLOGY PARK**  
9250 KIRBY

**Floor Plan of Premises:**



- Initial Premises (76,011 SF)
  - ▣ Expansion Space (7,489 SF)
- Building Total = 83,500 SF



SUITE 100  
OFFICE: 83,500 SF  
WAREHOUSE: 0 SF  
TOTAL: 83,500 SF  
NOT TO SCALE

PREPARED BY  
COLLINS DESIGN GROUP  
HOUSTON, TEXAS  
281-497-4700

05/26/20

**EXHIBIT B**

**EXPANSION SPACE**

Tenant shall lease, under the same terms and conditions of this Lease and in accordance with the following paragraph, an additional approximately 7,489 rentable square feet of space in the Building (the "**Expansion Space**"), and being the space adjacent to the Premises that is now occupied and leased by Harris Health, as shown on the floor plan attached as Exhibit A.

As soon as practicable, Landlord shall notify Tenant in writing of the date on which Harris Health intends to vacate the Expansion Space ("**Expansion Notice**"). From and after Tenant's receipt of Expansion Notice, Landlord and Tenant shall have thirty (30) days to inspect the Expansion Space and prepare a work letter listing items (the "**Expansion Space Improvements**") that Landlord must complete prior to Tenant's occupancy of the Expansion Space. Landlord shall prepare the Expansion Space for Tenant's use and occupancy in a good and workmanlike manner. Upon completion of the Expansion Space Improvements, Landlord and Tenant shall execute an Addendum to the Notice of Commencement in the form shown on the following page, at which time the Expansion Space shall become part of the Premises as defined in the Lease and the Monthly Rent shall include the amounts reflected below, payable in accordance with Section 2 of the Lease.

<b>Lease Term Period</b>	<b>Annual Rent PSF</b>	<b>Monthly Rent for Expansion Space (7,489 SF)</b>
Month 1- Month 12	\$24.00 PSF	\$14,978.00 PER MONTH
Month 13 – Month 24	\$24.50 PSF	\$15,290.04 PER MONTH

**ADDENDUM TO NOTICE OF COMMENCEMENT**

This Addendum to Notice of Commencement is delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between IND HOUTX TTP Legacy, LLC, as Landlord, and THE CITY OF HOUSTON, as Tenant, pursuant to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 2020. All terms used herein with initial letter capitalized shall have the meaning assigned to such terms in the Lease.

1. Tenant acknowledges that the Expansion Space Improvements have been completed.
2. Tenant acknowledges and agrees that it has fully inspected the Expansion Space and accepts the Expansion Space, and improvements situated thereon, "AS IS," and that the Expansion Space is suitable for the purposes for which the same are leased in their present condition.
3. As of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Expansion Space shall be part of the Premises as defined in the Lease. The Premises now consists of a total [\_\_\_\_\_] square feet of area in the Building.
4. The Monthly Rent is to be calculated, determined and paid in the amounts and on the dates provided in Section 2 of the Lease. Remittance of the foregoing payments shall be made in accordance with the terms and conditions of the Lease at 1800 Augusta Dr, 4<sup>th</sup> Floor, Houston, Texas 77057.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD:

TENANT:

IND HOUTX TTP LEGACY, LLC,  
a Delaware limited liability company

THE CITY OF HOUSTON,  
a municipal corporation

By: IND HOUTX TTP, LLC,  
a Delaware limited liability company,  
its Managing Member

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

By: FRI ALLIANCE TTP, LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
W. Stewart Smith, Manager

**EXHIBIT C**

**NOTICE OF COMMENCEMENT**

This Notice of Commencement is delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between IND HOUTX TTP Legacy, LLC, as Landlord, and THE CITY OF HOUSTON, as Tenant, pursuant to the provisions of Section 1(c) of that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 2020, covering the Premises in the Building commonly known as 9250 Kirby Drive, Suite 100. All terms used herein with initial letter capitalized shall have the meaning assigned to such terms in the Lease.

1. Tenant acknowledges that the Initial Improvements as required by the Lease have been completed.
2. Tenant acknowledges and agrees that it has fully inspected the Premises and accepts the Premises, and improvements situated thereon, "AS IS," and that the Premises are suitable for the purposes for which the same are leased in their present condition.
3. The Commencement Date of the Lease is the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and the expiration date shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
4. The Premises consists of [\_\_\_\_\_] square feet of area in the Building.
5. The Monthly Rent is to be calculated, determined and paid in the amounts and on the dates provided in Section 2 of the Lease. Remittance of the foregoing payments shall be made in accordance with the terms and conditions of the Lease at 1800 Augusta Dr, 4<sup>th</sup> Floor, Houston, Texas 77057.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LANDLORD:

TENANT:

IND HOUTX TTP LEGACY, LLC,  
a Delaware limited liability company

THE CITY OF HOUSTON,  
a municipal corporation

By: IND HOUTX TTP, LLC,  
a Delaware limited liability company,  
its Managing Member

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

By: FRI ALLIANCE TTP, LLC,  
a Texas limited liability company,  
its Manager

By: \_\_\_\_\_  
W. Stewart Smith, Manager

## EXHIBIT D

### OPTION TO EXTEND

Tenant may, at its option, extend the Term for two (2) periods of twelve (12) months each (each an "**Extension Period**") by written notice to Landlord (the "**Option Notice**") given no earlier than nine (9) nor later than six (6) months prior to the expiration of the Term or then current Extension Period, as the case may be, provided that at the time of such notice and at the commencement of such Extension Period, (i) Tenant remains in occupancy of the Premises, and (ii) no Event of Default exists under the Lease. The Monthly Rent payable during the Extension Period shall be at an annual rate of \$25.00 per square foot for the first Extension Period and \$25.50 per square foot for the second Extension Period. Except as provided in this Exhibit D, all terms and conditions of the Lease shall continue to apply during any Extension Period, except that Tenant shall have no further option to extend the Term of the Lease after exercising two (2) Extension Periods.

**EXHIBIT E**  
**WORK LETTER**

## Lease Exhibit E

### HHD COVID Response Location

Texas Technology Park / 9250 Kirby

09/11/20

#### General Notes

- 1 Walls repaired and painted with the light gray color to be selected by HHD. (RE: Keyed Notes)  
Remarks: It is also understood that there may be additional areas to be repaired and painted due to equipment and fixtures to be removed by Harris Health. This includes equipment located in the common break room that may leave wall or floor areas to be repaired.
- 2 Light bulbs need to be replaced as necessary. All bulbs should be working with a consistent hue and lumens across the entire leased premises.
- 3 Carpet: Fuller is to consult with their carpet contractor and make a plan for how the identified carpet issues will be addressed. (RE: Keyed Notes)  
Remarks: The specifics of the plan need to be reviewed and approved by the HHD.
- 4 Carpet: Balance of carpet to be steam cleaned throughout. Areas that cannot be cleaned as anticipated will need to be transitioned to the repair / replace list. (RE: Keyed Notes)
- 5 Carpet in the training rooms could not be thoroughly reviewed due to rooms being in use during the tour. These rooms have been high occupancy high use areas and it is likely they will need to be completely re-carpeted. Harris Health mentioned the training rooms have been used on a 24/7 basis.
- 6 Clean windows (front windows are dirty)
- 7 Return air fixtures need to be cleaned or replaced
- 8 Air diffusers need to be cleaned or replaced and in many areas the ceiling tile around the diffusers is dirty and needs to be replaced.
- 9 HVAC needs to be balanced at settings to be discussed with HHD
- 10 Verify lighting and all components at workstation are operating
- 11 All Restrooms: (RE: Keyed Notes)
  - Acid wash and buff all floor and wall tiles
  - Replace broken tiles
  - Provide metal border for mirrors
  - Caulk at sinks
- 12 The landlord shall have the Office Furniture professionally cleaned prior to Tenant's occupancy of the space.

# Lease Exhibit E

## HHD COVID Response Location

Texas Technology Park / 9250 Kirby

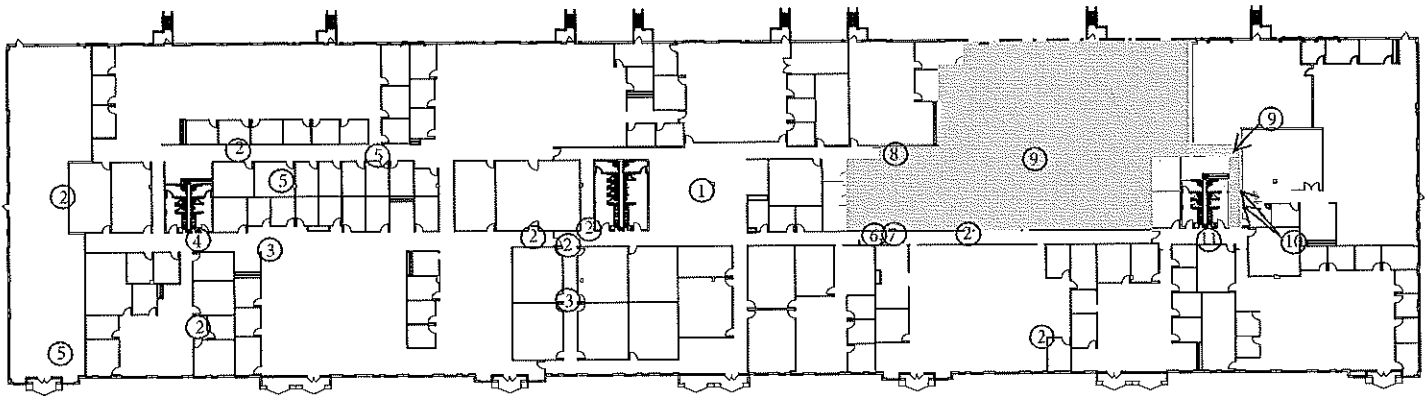
09/11/20

### Keyed Notes (Refer to Keyed Floor Plan)

1	Provide carpet trim where missing
2	Carpet snags (at seams in some cases)
3	Carpet is puckered
4	Carpet damage in front of restrooms; Contractor to coordinate with design to designate aesthetic limits for new material
5	Carpet stain - significant
6	Consider transition (more durable) plate at door in lieu of carpet strip
7	Narrow strip of carpet damaged in corridor
8	Damaged door laminate
9	Replace carpet throughout space, hallway (light blue), and including alcove (light blue)
10	Corner damage
11	Replace 2 seat covers in women's restroom

# TEXAS TECHNOLOGY PARK

9250 KIRBY



1	Provide carpet trim where missing
2	Carpet snags (at seams in some cases)
3	Carpet is puckered
4	Carpet damage in front of restrooms; Contractor to coordinate with design to designate aesthetic limits for new material
5	Carpet stain - significant
6	Consider transition (more durable) plate at door in lieu of carpet strip
7	Narrow strip of carpet damaged in corridor
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SUITE 100  
 OFFICE: 83,500 SF  
 WAREHOUSE: 0 SF  
 TOTAL: 83,500 SF  
 NOT TO SCALE

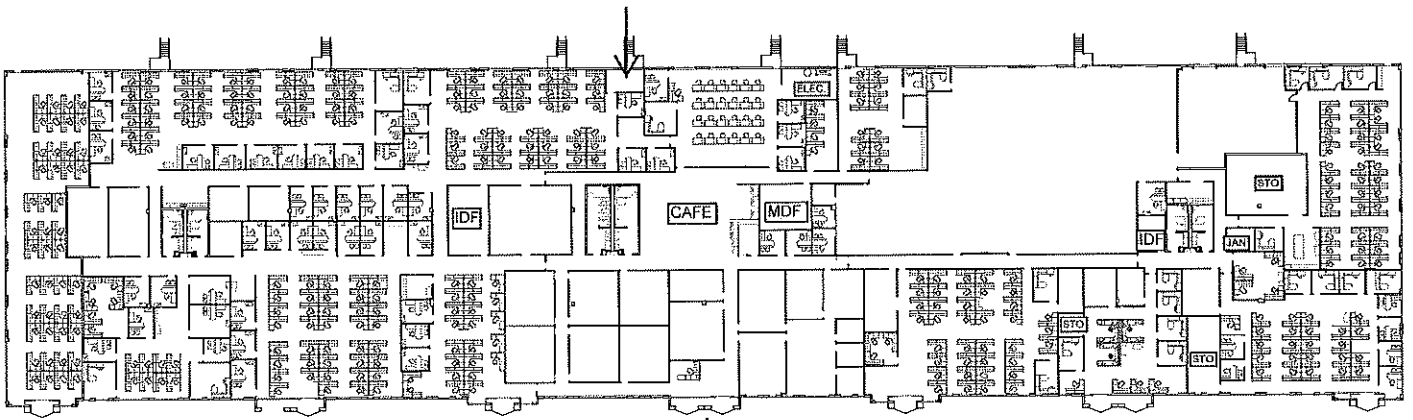
PREPARED BY  
 COLLINS DESIGN GROUP  
 HOUSTON, TEXAS  
 281-497-4700

05/26/20

**EXHIBIT F**  
**OFFICE FURNITURE**

9250 KIRBY

EMPLOYEE  
ENTRANCE



MAIN ENTRANCE

## EXHIBIT G

### RULES

**A. No Exterior Storage.** Nothing shall be stored outside the Premises, unless exterior storage is required by Law and approved in writing by Landlord.

**B. Dust and Fume Control.** No wood-shaping or spraying material processes or any activity creating dust or fumes that may be hazardous shall be performed in the Premises except in an environment controlled by air-handling equipment properly and lawfully designed and utilized, which shall be maintained and operated at all times to prevent hazardous accumulations of wood, chemical or other pollutants in the atmosphere within the Premises or Project.

**C. Parking.** Parking of cars shall be available in areas designated generally for tenant parking, if any, on a "first come", "first served" unassigned basis in common with Landlord, other tenants and other parties to whom parking privileges have been or are hereafter granted. Parking is prohibited in areas: (1) not striped or designated for parking, (2) aisles, (3) where "no parking" signs are posted, (4) on ramps, and (5) loading areas and other specially designated areas. Delivery trucks and vehicles shall use only those areas designated therefor. Landlord reserves the right to: (i) assign specific spaces, and reserve spaces for small cars, disabled individuals, and other tenants, customers of tenants or other parties (and Tenant shall not park in any such assigned or reserved spaces) and (ii) restrict or prohibit full size vans and other large vehicles. In case of any violation of these provisions or any applicable Laws, Landlord may: (a) refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Project without liability whatsoever, at such violator's risk and expense and/or (b) charge such violator such reasonable rates as Landlord may from time to time establish for such violations. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise.

**D. Trash.** All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to the provisions of this Lease respecting Hazardous Materials. If Landlord designates a service to pick up such items, Tenant shall use the same. Landlord reserves the right to require that Tenant participate in any recycling program designated by Landlord.

**E. Signs.** Tenant shall not place any signs outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, or that are otherwise visible from outside the Premises, without Landlord's prior written approval. All Tenant's signs shall: (i) be professionally designed, prepared and installed, (ii) in good taste so as not to detract from the general appearance of the Premises or the Project, (iii) not advertise any product, and (iv) and comply with any sign criteria developed by Landlord from time to time. All signs hereunder shall be subject to all Laws and any covenants, conditions and restrictions applicable to the Project or Building. Tenant shall maintain all signs inside the Premises in good repair and slightly condition. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that any storefront sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent,

if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

**F. Common Areas.** Tenant shall not allow anything to remain in any Common Area passageway, sidewalk, court, corridor, ramp, entrance, exit, loading area, or other area outside the Premises. Common utility closets, telephone closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.

**G. Plumbing Equipment.** Toilet rooms, urinals, wash bowls, drains, sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be disposed of therein.

**H. Roof: Awnings and Projections.** Tenant shall not install any sign, antennae, satellite dish or any other device on the roof or Common Areas of the Project. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building.

**I. Overloading Floors.** Tenant shall not overload any floor or part thereof in the Premises or Project.

**J. Going-Out-Of-Business Sales and Auctions.** Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, close-out, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

**K. Prohibited Activities.** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Project), (iii) operate any loudspeaker, television set, phonograph, radio, or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Project or elsewhere, (v) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, or (vi) do or permit anything in or about the Premises that is unlawful.

**L. Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant, any other occupant of the Premises, and their respective agents, employees, invitees, and contractor.