

From: [Heidi Roark](#)
To: [Kaminski, Debbie](#)
Subject: Cancel of Contract
Date: Friday, May 30, 2014 11:58:24 AM

Debbie,

We, Great Harvest Bread Co., are notifying you that we are cancelling our contract to sell sweets and breads in Richmond. We unfortunately have not been able to make a profit and have given it a fair amount of time. We think the concept should work but being outside in the weather restricts us as a vendor to provide a quality product and to attract employees outdoors as well.

If you decide to move the vendors indoors we would be willing to come out and try it again.

Thanks,

Diane Roark
Great Harvest Bread Co,
Katy TX
281-578-3097
greatharvestkaty@gmail.com
www.greatharvestkatytx.com

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, (hereinafter "Lessor"), and **DOUGH SWEET DOUGH, LLC DBA GREAT HARVEST BREAD COMPANY**, (hereinafter "Lessee").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises, being a portion of the Fort Bend County Justice Center property located at 1422 Eugene Heimann Circle, Richmond, Fort Bend County, Texas (hereinafter "Leased Premises"), particularly identified in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE I
Term of Lease

This Lease Agreement shall commence on March 1, 2014, and end on September 30, 2014, renewable annually, if mutually agreeable by both parties. This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

ARTICLE II
Rent

Lessee agrees and promises to pay to Lessor rent in the amount of \$25.00 per month, pre-paid monthly in the form of a check or money order made payable to Fort Bend County. The monthly rent shall be directed to Fort Bend County, Attn: Skye Brockermeyer, Facilities Department, 301 Jackson St. Richmond, TX. 77469. If the Lease Agreement is renewed, the rental amount will be determined upon mutual agreement of Lessor and Lessee.

ARTICLE III
Utilities

There are no utilities available to Lessee at the Leased Premises. Lessee, as an operator of a self-contained food cart, acknowledges and agrees that it does not require utilities, including but not limited to the following: electricity, propane, water, sewer, garbage removal, charcoal, telephone and internet services.

ARTICLE IV

Use

4.01 Lessor intends make the Leased Premises available to multiple vendors for the purpose of operating food carts for the sale of food products. Lessee intends to lease a portion of the Leased Premises to operate a food cart for the sale of bakery products, including breads, muffins, scones, cakes, and cookies, etc.

4.02 Lessee shall not have an exclusive right to Leased Premises. Lessor may execute up to a maximum of five (5) leases for vendors to sell goods within the Leased Premises at the same time.

4.03 Although a maximum of five (5) leases or permits are available to sell food products within the Leased Premises, each Lessee shall be allowed to be a party to no more than one (1) lease for the Leased Premises at a time.

4.04 Lessee must obtain and maintain required permits issued by the City of Richmond, Texas. Any such permits must be made available and provided to Lessor upon demand. Failure to maintain such permits may result in termination of this Lease Agreement.

4.05 Lessee is strictly limited to the sale of food products and, shall not prepare or cook any food within the Leased Premises.

4.06 Lessee's use of the Leased Premises and use thereon in no way shall impede the free movement and circulation of traffic and pedestrians.

4.07 The maximum size cart to be used within the Leased Premises shall be eight feet long by 4 feet wide by 8 feet high (8' x 4' x 8').

4.08 Lessee must remove its food cart and all related equipment on a daily basis. Lessee is strictly prohibited from causing any of its items to be stored within the Leased Premises overnight.

4.09 Lessee shall have the right to erect temporary signs on the portion of the Leased Premises being utilized by Lessee. However, any proposed signage must be reviewed and approved by Lessor prior to placement. Lessee shall remove all signs when Lessee is not operating within the Leased Premises.

ARTICLE V

Maintenance and Surrender

5.01 Lessee shall be responsible for maintaining a clean site including, but not limited to the removal of all trash, food waste and debris on a daily basis. No grease or food stains shall result from Lessee's activity. Any expense incurred by Lessor to clean and/or maintain the portion of the Leased Premises utilized by Lessee shall be the responsibility of the Lessee.

5.02 Lessee agrees to properly and diligently make such repairs and/or replacements to the Leased Premises as are made necessary by the negligence or willful acts of Lessee, its agents, servants, employees, licensees, business guests or invitees and, at the termination or expiration of this lease. Lessee agrees to surrender and deliver the Leased Premises to Lessor in good order and condition, natural deterioration from ordinary wear and tear. All maintenance and repairs shall be done with materials and equipment of a quality equal to that called for in the original plans and specifications and shall be in accordance with the then existing federal, state and local regulations regarding health and safety.

5.03 Lessee's negligence and/or failure to observe, keep or perform any of its obligations to maintain and repair the Leased Premises in the time and manner provided in this Article shall constitute a default hereunder and if such default shall continue for fifteen (15) days after notice thereof, Lessor shall have the right to pursue the rights and remedies provided Lessor herein below.

ARTICLE VI

Insurance and Waiver of Subrogation

6.01 Lessee shall obtain and maintain throughout the term of this lease, a certificate of insurance indicating coverage in the amounts stated below and provide that such insurance shall not be canceled, except on sixty (60) days' prior written notice to County. All policies shall be underwritten by insurance companies maintaining A.M. Best's ratings of A-VII or higher on insurance of the following types and minimum limits:

6.011 Worker's Compensation insurance in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.

6.012 Employers' Liability insurance with limits of not less than \$500,000 per injury by accident, \$500,000 per injury by disease, and \$500,000 per bodily injury by disease.

6.013 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

6.014 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

6.015 Lessee is responsible to maintain insurance on all personal property belonging to Lessee.

6.02 Lessor and members of Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional

Liability (if required). All Liability policies written on behalf of Lessee shall contain a waiver of subrogation in favor of Lessor and members of Commissioners Court.

6.03 Lessee shall deliver to Lessor, prior to the lease commencement date, certificates or affidavits of such insurance and shall, at all times during the lease term, deliver to Lessor upon request true and correct copies of said insurance policies. Lessee shall deliver to Lessor certificates of renewal at least thirty (30) days prior to the expiration date of each such policy and copies of new policies at least sixty (60) days prior to terminating any such existing policies.

6.04 Lessee and Lessor hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party may now or hereafter have by subrogation or otherwise against the other party for any loss or damage that may occur to the Leased Premises, Lessee's improvements or any of the contents of any of the foregoing by reason of fire or other casualty, or by reason of any other cause except gross negligence or willful misconduct (thus including simple negligence of the parties hereto or agents, employees or contractors), that could have been insured against under the terms of (1) in the case of Lessor, the standard fire and extended coverage insurance policies available in Texas at the time of the casualty and (2) in the case of Lessee, the fire and extended coverage insurance policy required to be obtained and maintained under 6.01; provided however, that the waiver set forth in this 6.04 shall (i) be ineffective against any insurer of Lessor or Lessee to the extent that the waiver is prohibited by the laws or insurance regulations of Texas or would invalidate any insurance coverage of Lessor or Lessee and (ii) not apply to any deductibles on insurance policies carried by Lessor or to any coinsurance penalty which Lessor might sustain. Lessor and Lessee hereby agree to cause (if available) an endorsement to be issued to their respective insurance policies recognizing this waiver of subrogation.

6.05 To the extent allowed by law Lessee hereby assumes liability for, and agrees to defend, indemnify and hold harmless, Lessor and Lessor's agents, contractors and employees from and against, all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including court costs and reasonable attorneys fees) resulting from any injuries to or death of any person or damage to any property occurring during the lease terms in or about the Leased Premises.

6.06 If required coverage is written on a claims-made basis, Lessee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Lease Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the tenancy is completed.

6.07 Approval of the insurance by Lessor shall not relieve or decrease the liability of Lessee.

ARTICLE VII

Indemnification

7.01 LESSEE SHALL SAVE HARMLESS LESSOR FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS

FEES, ARISING FROM ACTIVITIES OF LESSEE, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS LEASE AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSEE OR ANY OF LESSEE'S AGENTS, SERVANTS OR EMPLOYEES.

7.02 Lessee shall timely report all such matters to Lessor and shall, upon receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Lessor with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation of assistance, if any, of Lessor required by Lessee in the defense of each matter.

7.03 Lessee's duty to defend, indemnify and hold Lessor harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Lease Agreement unless otherwise agreed by Lessor in writing. The provisions of this section shall survive the termination of the Lease Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

7.04 In the event of any dispute between the parties as to whether a claim, demand, suit, action proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Lessee, Lessee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Lessee are not at issue in the matter.

7.05 Lessee's indemnification shall cover, and Lessee agrees to indemnify Lessor, in the event Lessor is found to have been negligent for having selected Lessee to lease the property described in this Lease Agreement.

7.06 The provision by Lessee of insurance shall not limit the liability of Lessee under this Lease Agreement.

7.07 Lessee shall cause any and all of its contractors who may have a contract to perform or provide services within the Leased Premises under this Lease Agreement, to agree to indemnify Lessor and to hold it harmless from all claims for bodily injury and property damage that arise or may arise from said Lessee's operations. Such provisions shall be in form satisfactory to Lessor.

7.08 Loss Deduction Clause – Lessor shall be exempt from, and in no way liable, for any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Lessee and/or its contractor providing such insurance.

ARTICLE VIII
Lessee's Property and Certain Notices

8.01 Lessor shall not be liable for any damage to or loss of personal property placed within, on or about the Leased Premises by Lessee or others, resulting from fire, theft, explosion, flood, windstorm, hurricane, or other casualty caused by acts of God or by the acts or omissions of other occupants of other space in the building.

8.02 Lessee shall give immediate notice to Lessor in the event of fire or other accidents or casualties within the Leased Premises, as prescribed by the fire and extended coverage insurance policy required herein to be carried thereon, and further, Lessee shall give immediate notice to Lessor of any defects in any of the fixtures or equipment located in the Leased Premises or in or around the building.

ARTICLE IX

Assignment

This Lease Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Lessee shall not assign, sublet or transfer its interest or obligations in and under this lease without the prior, written consent of Lessor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Lessee or Lessor.

ARTICLE X

Inspection by Lessor

Lessee shall permit Lessor and his agents to enter the Leased Premises at all times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations.

ARTICLE XI

Default

In the event of any default by the Lessee in any of the terms, conditions, covenants, or agreements herein contained, Lessor may enforce the performance of this Agreement in any manner provided by law including forfeiting and terminating at Lessor's discretion if such default continues for a period of twenty (20) days after Lessor notifies Lessee in writing of such default and its intention to declare this Agreement terminated. Unless Lessee shall have completely removed and cured such default as aforesaid, this Agreement shall terminate and come to an end as if that were the day originally fixed herein for the expiration of the term. The Lessor's representatives shall have the right, without further notice or demand, to reenter and remove all persons and Lessee's property therefrom without being deemed guilty of any trespass, and also without prejudice to any remedies for breach of covenant.

ARTICLE XII

Miscellaneous

12.01 All notices provided to be given under this lease shall be given by certified mail or registered mail, addressed to the proper party or delivered in person at the following addresses:

Lessee: Dough Sweet Dough, LLC
dba Great Harvest Bread Company
2114 Hickory Trail Place
Katy, Texas 77450
Attention: _____

Lessor: Fort Bend County
401 Jackson Street
Richmond, Texas 77469
Facsimile: 281-633-7022
Attention: County Judge

Copy to: Facilities Management & Planning
301 Jackson Street
Richmond, Texas 77469
Facsimile: 281-238-3577
Attention: Don Brady

12.02 This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this lease.

12.03 This lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

12.04 In case any one or more of the provisions contained in this lease shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.05 This lease constitutes the sole and only lease of the parties hereto and supersedes any prior understandings or written or oral leases between the parties respecting the within subject matter.

12.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

12.07 The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

12.09 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any

governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

12.10 Time is of the essence of this lease.

12.11 Lessee's leasehold estate, created hereby and all of Lessee's rights, titles and interests, hereunder are subject and subordinate to any mortgage presently existing.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals as follows:

[The remainder of this page intentionally left blank.]

LESSOR
FORT BEND COUNTY

By: _____

Robert E. Hebert
Robert E. Hebert, County Judge

Date: _____

2-25-14

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk



APPROVED: _____

Don Brady

Don Brady, Director
County Facilities Management & Planning

LESSEE
Dough Sweet Dough, LLC
dba Great Harvest Bread Company

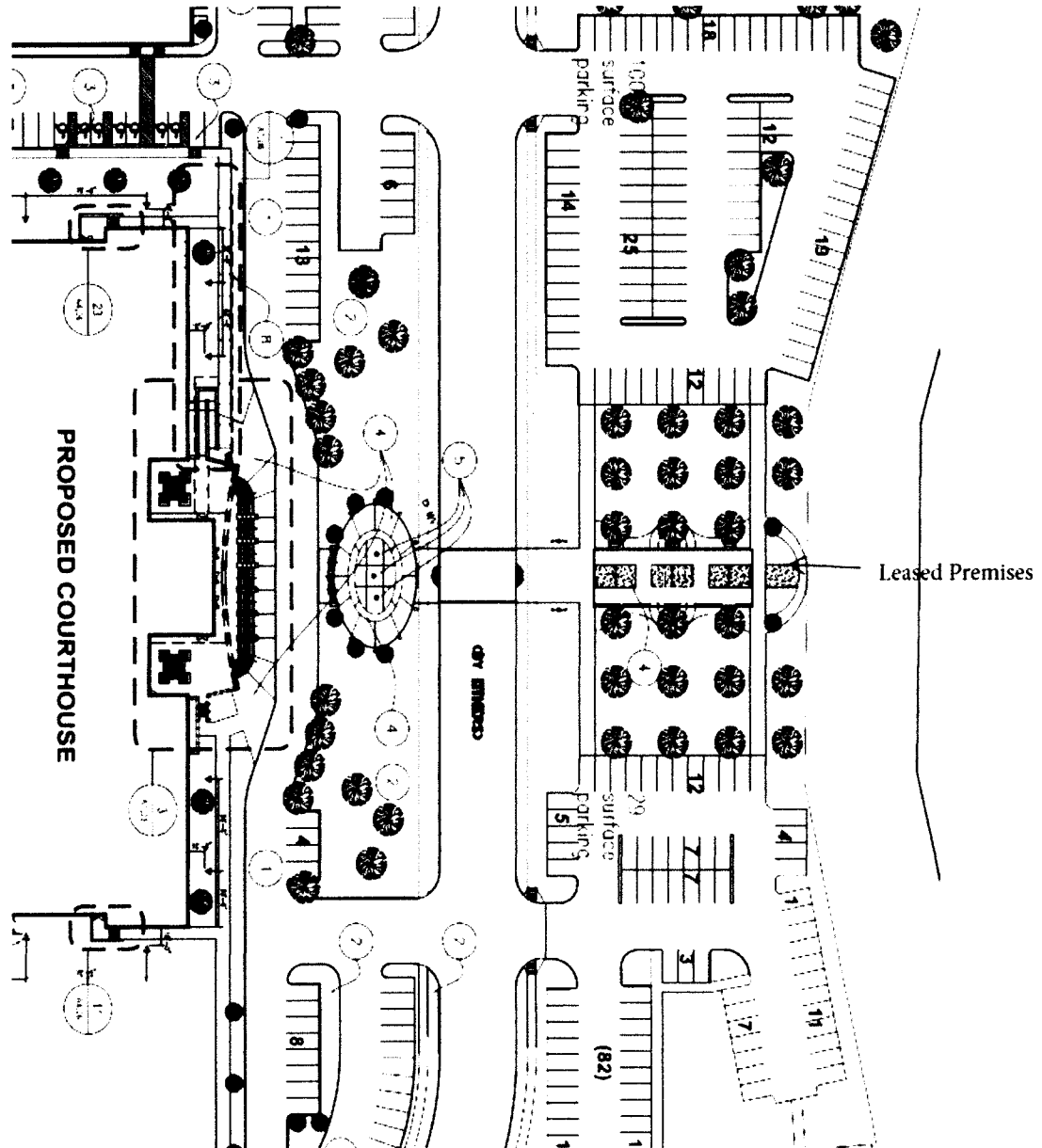
By: _____

[Signature]

Date: _____

2/14/14

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Service Center PHONE (A/C, No, Ext): (801) 325-5000 FAX (A/C, No): (801) 532-2804 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co INSURER B: Trumbull Insurance Company INSURER C: Hartford Accident and Indemnity INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 2014 to 2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	34SBAPN9435	2/1/2014	2/1/2015	MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X	Y	34UECAQ9630	2/7/2014	2/7/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	34SBAPN9435	2/1/2014	2/1/2015	\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	34WBCBQ1063	2/1/2014	2/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lessor and Members of the Fort Bend County Commissioner's Court are included as an Additional Insured with regard to operations of the named insured as required by written contract, written agreement or permit.

A Waiver of Subrogation is provided in favor of the Lessor and Members of the Fort Bend County Commissioner's Court.

RE: Food vendor program on County property

CERTIFICATE HOLDER**CANCELLATION**

Lessor and Members of the
Fort Bend County Commissioner's Court
401 Jackson Street
Richmond, TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Anderson/JA

CITY OF RICHMOND
HEALTH DEPARTMENT
ANNUAL
FOOD DEALER'S PERMIT

BE IT KNOWN THAT

GREAT HARVEST BREAD CO.

LOCATED AT

FORT BEND COUNTY COMPLEX

In conformity with the Statutes of The State of Texas, the Ordinances of the City of Richmond, and the regulations of the Health Department, is granted this Food Dealer's Permit, and is hereby authorized to operate as a Food Service Establishment

PERMIT NO.

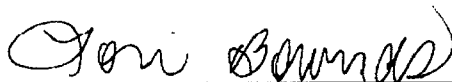
2014- 0903

DATE ISSUED

February 1, 2014

EXPIRATION DATE

February 28, 2015



Lori Bownds, Health Inspector

This Permit is Not Transferable