

(b) Additional costs, expenses, liabilities, obligations and other payments specifically described herein and any other payments, including charges for labor, services or materials, which Tenant has agreed in writing or in this Lease Agreement to pay Landlord, not including Rent Payments.

4.02 In accordance with Section 6.03, Tenant shall reimburse Landlord for all expenses actually incurred by Landlord (without mark-up) for event staffing and any additional staffing for which Tenant is responsible to pay pursuant to this Lease Agreement.

4.03 **Utilities:** In accordance with the provisions of Article 6.18, Tenant shall pay or cause to be paid the costs of Utilities used or consumed by Tenant during the County Fair and for Tenant Events. Landlord at its sole cost and expense shall pay the cost of all other Utilities used or consumed as identified herein.

4.04 **Guaranteed Payments:** For each Lease Year in the Lease Term, Tenant covenants and agrees to pay to Landlord an annual payment (the "Annual Payment") as follows and without offset or deduction other than as expressly provided in this Lease Agreement:

- (a) \$10,000 shall be due and payable on December 1, 2014;
- (b) \$10,000 shall be due and payable on December 1, 2015;
- (c) \$15,000 shall be due and payable on December 1, 2016;
- (d) \$15,000 shall be due and payable on December 1, 2017;
- (e) \$25,000 shall be due and payment on December 1, 2018 and on each December 1 for the remainder of the Lease Term.

4.05 **Promptness of Billing:** Landlord acknowledges and agrees that the prompt performance of repairs for which Tenant is responsible hereunder and submission of invoices to Tenant promptly following the completion the County Fair and Tenant Events is essential to the operations of Tenant. As such, Landlord and Tenant agree that Tenant will not be responsible for any amounts to be paid for by Tenant unless (i) an invoice for any amounts relating to the Tenant Event is received within sixty (60) days of the last day of the County Fair or other Tenant Event and (ii) with respect to any repairs resulting from the County Fair and for which Tenant is obligated to reimburse Landlord pursuant to the terms of this Lease Agreement, a punch-list of such repairs shall be mutually established between the Landlord Representative and the Tenant Representative within seven (7) calendar days from the last day of the County Fair Period and, again within seven (7) days following the date the carnival vendor for the County Fair vacates the Fairgrounds (collectively, "Punch List Period"). In the event Landlord does not notify Tenant, in writing, specifically identifying any damage to the Fairgrounds for which it seeks indemnity or reimbursement pursuant to the terms of this Lease Agreement within the applicable Punch List Period, notwithstanding anything stated herein to the contrary, Tenant shall be released from any and all liability related to such damage.

4.06 **Place and Method of Payment:** All Payments shall be paid to Landlord within forty-five (45) days of the date Tenant receives an invoice, and shall be delivered or mailed to the Fort Bend County Auditor at 301 Jackson, Richmond, Texas 77469, with a copy to the Fairgrounds Facility Coordinator. The person to receive such payments and the address for payment may be