

**GROUND LEASE AGREEMENT BETWEEN
FORT BEND COUNTY
AND ATTACK POVERTY**

This Ground Lease Agreement (this "Ground Lease"), fully executed by and between **ATTACK POVERTY**, a Texas non-profit organization ("Lessor") and **FORT BEND COUNTY, TEXAS**, a governmental subdivision of the State of Texas ("Lessee")(collectively, the "Parties").

RECITALS

WHEREAS, the Parties have discussed mutual goals regarding the construction and operation of a community center located at 1908 Avenue E, Rosenberg, Texas 77471 (the "Center"); and

WHEREAS, the Parties desire to construct and operate the Center; and

WHEREAS, Lessor has agreed to enter into this Ground Lease whereby Lessor will lease to Lessee a tract of approximately 0.87 of an acre of land at 1908 Avenue E, Rosenberg, Texas 77471, and Lessee will develop, construct, operate, and use improvements on such land for purposes of providing a community center meeting the needs of the community and the residents of Fort Bend County; and

WHEREAS, the Board of Directors of Lessor and the Commissioners Court of Lessee have approved execution of this Ground Lease; and

WHEREAS, the Parties believe that the interest of Fort Bend County residents and the Lessor's community empowerment purpose can be best served by the Lessee's construction and operation of the Center; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the Parties hereby agree as follows:

1. Definitions. The following terms as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise:

(a) **"Applicable Laws"** means all federal and state statutes, acts, ordinances, rules, regulations, permits, licenses in effect during the initial term or any extension term of this Ground Lease, both hereinafter defined, that may be applicable to the Center or any aspect of the Center, including the planning, design, engineering, construction, development, maintenance, operations, management and use of the Center. Applicable Laws also means all other laws referenced throughout this Ground Lease.

(b) *“Commencement Date”* means the date this Ground Lease has been fully executed by the Parties.

(c) *“Commencement of Construction”* means the date on which excavation or foundation work is begun for the Center.

(d) *“Facility Equipment”* means all moveable furniture, furnishings, equipment, machinery, telecommunications and computer equipment, books and other personal property owned by Lessee and used in connection with the Center.

(e) *“Improvements”* means all buildings, structures, appurtenant facilities or utilities located on the Premises during the initial lease term and any extension term of the Ground Lease, including the Center.

(f) *“Lease Term”* means the initial term and/or any extension term of this Ground Lease.

(g) *“Center”* means the facility and directly associated access to the Premises, and private and public utilities, such as electricity, gas, telecommunications, water, wastewater and drainage (*“Infrastructure”*), or any substitute facility approved in writing by designated authorized representatives of both parties, to be constructed on the Premises pursuant to this Ground Lease.

(h) *“Maintenance”* means all actions required to keep the Premises in a usable condition and/or in good appearance, or to prevent deterioration. *“Maintenance”* includes, but is not limited to, major repairs to and/or replacement of the roof, electrical, plumbing, mechanical, heating, air conditioning, and other systems, repair and replacement of any fixed equipment or structural feature, or other structural items, alterations or modifications required to comply with any governmentally imposed laws and/or regulations and/or as required for health and safety.

(i) *“Permitted Encumbrances”* means, as of any particular time, (i) liens for *ad valorem* taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with the terms of this Ground Lease, (ii) currently existing utility, access, and other easements and rights of way, restrictions, and exceptions, (iii) inchoate mechanics' and materialmen's liens that arise by operation of law, but that have not been perfected by the required filing of record, for work done or materials delivered after the date of recording this Ground Lease, and (iv) any additional exceptions or encumbrances created or consented to by Lessor.

(j) *“Premises”* means the approximate 0.87 of an acre of land located in Fort Bend County, Texas and leased pursuant to this Ground Lease as more particularly described and depicted in the attached Exhibit A.

(k) **“Work”** shall mean the total construction and related services required to be provided by a contractor for the construction and completion of the Center or component thereof in accordance with the construction contract. The term "Work" includes all labor, materials, and services necessary to produce the construction and completion of the Center, and the performance of any other professional services in accordance with agreements relating to the planning, design, engineering, construction, equipping and furnishing of the Center.

2. Leased Premises; Term.

(a) *Initial Term.* In consideration of the rents, covenants, agreements, and conditions set forth between the Parties in this Ground Lease, Lessor does hereby lease to Lessee the approximately 0.87 of an acre Premises, more particularly described and depicted in Exhibit A. The term of the Ground Lease shall commence on the Commencement Date and the initial term shall expire at 12:00 midnight on the 25th anniversary date of the Commencement Date (the “Initial Term”).

(b) **Renewal and Extension of Ground Lease.** Provided Lessee is not in default beyond the expiration of any applicable cure period expressly granted to Lessee in this Ground Lease, the Ground Lease will be renewable for an additional twenty-five (25) year period (an “Extension Term”) upon mutual written agreement of the Parties. The Parties’ mutual written agreement shall be executed by the appropriate individuals with authority to so bind each of the Parties at least one hundred eighty (180) days prior to the expiration of the Lease Term. Any renewal of this Ground Lease shall be upon terms and conditions as agreed to and appropriate, including but not limited to, lease rates and other costs and expenses for which Lessee is obligated. Nothing in this Paragraph shall prevent either Lessor or Lessee from deciding to not extend the Ground Lease beyond the Initial Term or any Extension Term.

(c) **Reversion of Center.** Title to all Improvements and Facility Equipment shall be vested in Lessee until the termination of this Ground Lease as provided in this Ground Lease, at which time all title to and ownership of the Center shall automatically and immediately vest (without the necessity of any further action being taken by Lessee or Lessor or any instrument being executed and delivered by Lessee to Lessor) in Lessor. The Premises, excluding the Facility Equipment, shall thereafter constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to Lessee or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time. Lessee shall, at the expiration or termination of the Lease Term, quit and surrender the Premises in good order and condition, ordinary wear and tear and casualty excepted. Lessee shall surrender to the Lessor all keys used in connection with the Premises.

3. Rent.

(a) *Initial Term Rent.* Lessee shall pay Lessor rental payments of Fifty Thousand Dollars and no/100 (\$50,000.00) per year throughout the initial five (5) years of the Initial Term of the Ground Lease, beginning with the initial payment within the expiration of thirty (30) days after the Commencement Date and payable upon receipt of Lessor's request for payment annually on the anniversary of the Commencement Date for the following four (4) years. The rental payment of One Dollar and no/100 (\$1.00) shall be payable in advance on the first day of the remaining twenty (20) years of the Initial Term of the Ground Lease, beginning upon the expiration of six (6) years from the Commencement Date and payable annually on the anniversary of the Commencement Date thereafter for the remainder of the Initial Term. Rental payments shall be made throughout the Lease Term upon written request for payment from the Lessor to Lessee.

(b) Lessee shall pay all rents and other charges owed to Lessor under the Ground Lease to the Lessor at the address set forth in Paragraph 33 of this Ground Lease or to such other individual and at such other place as may be designated by a legally authorized representative of Lessor.

(c) *Extension Term Rent.* Within 365 days of any Extension Term, the Parties shall determine any additional rent due to Lessor from Lessee during any Extension Term, the timing of rental payments, and any late charges associated with delayed payment, and other terms relating to rent, which shall be set forth in a writing signed by authorized representatives of the Parties.

4. Permitted Use. Purpose of Ground Lease. Lessee shall be allowed to construct, install, operate, maintain and repair the Center and shall not be allowed to use the Premises or this Ground Lease for any other purpose other than for Center purposes and to provide parking for those utilizing the Center.

5. Acceptance and Condition of Premises.

(a) *Lessee's Inspection.* Lessee has had full opportunity to inspect and examine the Premises. Except for the express representations and warranties of Lessor set forth in this Ground Lease, Lessee's execution of this Ground Lease shall be conclusive evidence of Lessee's acceptance of the Premises on an "AS IS" condition.

(b) *No Representations.* Lessee agrees that no representations about the condition of the Premises and no promises to alter or improve the Premises have been made by Lessor or its agents to Lessee unless specifically set forth in this Ground Lease.

(c) Lessor makes no representation as to the accuracy or completeness of any information it has provided or may provide regarding the constructability or physical condition of the Premises and is not responsible for any interpretations or conclusions reached by Lessee and its contractors with respect to any such information. Lessor

expressly disclaims any warranty, express or implied, under statutory or common law, or otherwise, with respect to the Premises, including its constructability, suitability, and/or physical condition.

(d) Lessor makes no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of or that extend beyond this Ground Lease.

6. Taxes and Assessments. The Parties hereby acknowledge that given the public purposes served by the Center, *ad valorem* property taxes do not apply. Notwithstanding the foregoing, to the extent the interest or estate of Lessee created by this Ground Lease is or becomes subject to *ad valorem* property taxes, Lessee shall be responsible for and pay such taxes accordingly.

7. Compliance with Laws.

(a) Lessee shall, at the sole cost and expense of Lessee, observe and comply with all Applicable Laws, requirements, rules, regulations, orders, ordinances, codes or other requirements of the city, county, state and federal governments, or of any department, commission, or board thereof, now or hereafter in force and effect and applicable to Lessee's occupancy of the Premises (including without limitation any and all environmental or public safety laws, statutes, codes or ordinances or any applicable requirements of the Americans with Disabilities Act), regarding the proper construction, use, maintenance, operation and occupancy of the Premises by Lessee. Lessee shall immediately notify Lessor of any violation of such laws, statutes, codes or ordinances. Lessee shall be solely responsible for payment of any fines or other penalties relating to violations of applicable state, federal or local laws, statutes, codes or ordinances. However, Lessor shall be responsible for payment of any fines or other penalties relating to violations of applicable state or federal laws that result solely from any acts or omissions of Lessor.

(b) Neither Lessor nor Lessee shall do, or knowingly permit anything to be done, in the Center on the Premises, which will, in any way, conflict with the Applicable Laws.

(c) Lessee shall obtain, at its expense, any required licenses, permits, insurance, and governmental approvals necessary to the performance of its obligations under this Ground Lease. The Parties shall cooperate in the obtaining of all such required licenses, permits, and governmental approvals.

8. Insurance.

(a) Lessee shall maintain insurance with respect to the Premises against all liabilities, casualties, risks and contingencies as is and would be customary and standard for such Premises owned and operated by a County or other political subdivision of the

State of Texas. All coverages for such insurance shall be in amounts consistent with the amount of insurance maintained by Lessee for its facilities outside of the Premises and shall, at a minimum, insure against the statutory maximum liability established for Counties in the State of Texas. All such insurance policies for the Premises shall name Lessor as an additional insured. Notwithstanding the foregoing, at all times during the term of this Ground Lease, Lessee, at its sole cost and expense, shall provide and keep in full force and effect a policy of commercial general liability insurance, naming Lessor as additional insured with respect to the Premises pursuant to which the minimum limits of liability set forth under Texas state law. All such insurance shall be issued by (i) the same insurer that provides insurance for the Lessee generally or for other similar facilities owned by Lessee or (ii) an alternate insurer approved by Lessee. The Parties acknowledge that any agreements for the operation and programming of activities executed by Lessee may provide different insurance requirements for the operation of the Center or use of the Premises, and in such case, the requirements of such agreements shall control over the provisions of this Paragraph. Such insurance policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior-written notice. Written proof of insurance in the form of a certificate and copy of the applicable insurance policy(ies) shall be delivered to Lessor on the Commencement Date of this Ground Lease, upon renewal of each such insurance policy, and upon renewal of the Ground Lease.

(b) All policies covering real or personal property which either Lessor or Lessee obtains affecting the Premises or the Center shall include a clause or endorsement, if obtainable, denying the insurer any rights of subrogation against the other party.

9. Construction of the Center. Lessor will provide Lessee with easements and access rights necessary to provide the Center with necessary utilities, including electrical service, sanitary and storm drainage, water, data and telephone services. Lessor hereby grants to Lessee and its successors, assigns, successors-in-title, invitees, employees, and sublessees, a non-exclusive easement on, over, across, and through the Lessor's adjacent property for all forms of pedestrian and vehicular ingress, egress, and access between the Premises and the public streets and roadways abutting Lessor's adjacent property. The non-exclusive easement granted herein shall expire automatically when this Ground Lease terminates.

10. Services and Utilities.

(a) Lessee shall be responsible for all basic operating costs, including, but not limited to, janitorial and custodial services, building maintenance, and security services within the Center. Basic operating costs shall include all operating and normal maintenance expenses of the Center, which shall consist of all expenditures of every kind and nature and which shall be paid by Lessee.

(b) Lessee shall be responsible for all utility bills and expenses, including, but not limited to, electricity, natural gas, and telecommunications.

(c) Lessor shall be responsible for and pay for costs associated with water, waste and trash collection excluding connection fees directly related to the Center.

11. Responsibility for Maintenance and Repair. Lessee shall be responsible for all maintenance, repair, cleaning, upkeep, and other such costs of the Center and Improvements on the Premises, including, without limitation, interior walls, floors, ceilings, heating and air conditioning, electrical and plumbing, custodial services and other mechanical operations of the Center and/or the Improvements. Lessee shall maintain the Center and Improvements in good, safe, usable, and insurable condition and repair, and not permit, commit or suffer any waste or abandonment of any of the Center. Lessee at Lessee's sole cost and expense at all times agrees to keep and maintain the Center and the Improvements in a good state of appearance and repair, with normal wear and tear. Lessee shall make all repairs, at its own cost, to the Center or any portion of the Premises for damages or injuries caused by Lessee, its agents, employees, invitees, visitors, or licensees. Lessee shall have a reasonable time to make any such repairs. Lessee's failure to maintain and repair the Center and Improvements shall constitute an event of Default.

12. Use And Operation of Center and Premises. Lessee will enter agreements for operation and programming with local non-profit entities regarding the activities to be held at and the use of the Center. However, Lessee shall provide at a minimum that Lessor will have the same access to the Center on the same terms and conditions that apply to other local non-profit entity parties to such agreements for operation and programming.

13. Parking. Lessee shall be responsible for all maintenance, repair, cleaning, upkeep, and other such operating costs for the landscaping and parking lot on the Premises.

14. Liens. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee upon credit, and that no mechanic's, materialmen's, or other liens for any such labor or materials shall attach to or affect Lessor's interest in and to the Premises and/or the Center. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to the filing of any Lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Lessee shall not create or permit to be created and shall discharge at its own cost any such lien, encumbrance, or charge caused by Lessee's acts or omissions or those of any agent or representative of Lessee that might affect Lessor's interest in the Premises.

15. Assignment of Ground Lease. Notwithstanding agreements for use of the Center to be executed by the Lessee with community partners, Lessee, and its successors and assigns, shall not have the right to assign, sublease or transfer this Ground Lease, without the express written consent of Lessor signed by Lessor's legally designated representatives. Any assignment or subletting by Lessee pursuant to this Paragraph shall not release Lessee from its obligations under this Ground Lease unless Lessor, by written agreement: (i) accepts such assignment or sublease; and (ii) expressly releases Lessee from such obligations.

16. Condemnation/Eminent Domain.

(a) General. The term "condemnation" as used in this Ground Lease means the taking or appropriation of property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use or any state of facts relating to the taking or appropriation of property which, without an actual taking or appropriation, shall result in direct or consequential damages to any portion of the Premises or the leasehold interest conveyed pursuant to this Ground Lease. The term "condemnation" also includes, to the extent not otherwise defined in this Paragraph, a temporary taking of the Premises or any part thereof or the Improvements for a period of one year or more, and the taking of the leasehold interest created in this Ground Lease.

(b) Total Condemnation. If all of the Premises (or such substantial portion thereof as shall make it economically unfeasible to continue to operate the remaining portion for Center purposes) is so condemned, this Ground Lease shall terminate on the date title to the Premises vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of either party to recover just and adequate compensation from any such condemnor. The termination of the Ground Lease under this Paragraph shall not vest title to the Center to Lessor as provided in Paragraph 2(c) of this Ground Lease. Any award for the land of which the Premises are a part, or any negotiated payment by private sale of the land in lieu of such award, shall constitute Lessor's property, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award or payment. Each of the Parties shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their existing respective interests in any condemnation proceedings. The termination of this Ground Lease shall not affect the rights of the respective parties to such awards.

(c) Partial Condemnation. In the event of a taking of less than a total taking as provided in subsection (b) above, this Ground Lease shall terminate as to the condemned portion of the Premises on the date title to the condemned portion of the Premises vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Lessor and Lessee to recover just and adequate compensation from any such condemnor. The provisions of this Ground Lease shall remain in full force and effect as to the portion of the Premises not affected by the condemnation. If the Premises is

partially condemned as provided in this subsection, the condemnation proceeds shall be paid as provided in subsection (b).

17. Estoppel Certificates.

(a) Lessor and/or Lessee will execute, acknowledge and deliver to the other promptly upon request, a certificate certifying as to the following:

(i) Validity of Lease: that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications);

(ii) Defaults by Lessee: that no notice has been given by Lessor to Lessee of any failure to comply under this Ground Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

(b) Certificates from Lessor and Lessee pertaining to the same matters may be relied upon by any prospective Leasehold Deed of Trust Trustee or by any prospective assignee of an interest under this Ground Lease or by any prospective sublessee as to all or any portion of the Premises.

18. Access to Premises. Lessor, its authorized representatives, agents, employees, and attorneys may, but shall be under no duty to, enter the Premises at reasonable times and hours to inspect the Premises in order to determine whether Lessee is complying with its undertakings, duties, and obligations under this Ground Lease.

19. Termination of Lease.

(a) This Ground Lease and the tenancy created under the Ground Lease shall cease and terminate at the end of the Initial Term, or any Extended Term, with at least 180 days written notice from either Lessor or Lessee. Any continued occupancy of the Premises by Lessee after the expiration of the Lease Term shall not operate to renew the Ground Lease.

(b) Whenever (i) a material breach of the terms and conditions of this Ground Lease has occurred; and (ii) Lessee has failed to cure such breach as further set forth in the default provisions of Paragraph 24 of this Ground Lease, Lessor may not terminate this Ground Lease until twenty-five (25) years have elapsed from the Commencement Date. Prior to Lessor's ability to terminate under the circumstances described in this subsection, Lessor will be entitled to any right or remedy available to Lessor under this Ground Lease and/or now or hereafter available to Lessor at law and equity, including but not limited to specific performance and injunction and any other actual damages incurred by Lessor as a result of the material breach and/or Lessee's failure to cure such breach.

(c) After twenty-five (25) years from the Commencement Date have elapsed, whenever (i) a material breach of the terms and conditions of this Ground Lease has occurred; and (ii) Lessee has failed to cure such breach as further set forth in the default provisions of Paragraph 24 of this Ground Lease, Lessor may terminate this Ground Lease in accordance with this clause, in whole, or from time to time in part, with one hundred twenty (120) days written notice to the Lessee. In such an event, Lessee will pay the rent through the entire period of actual tenancy, and Lessor also will be entitled to exercise any right or remedy available to Lessor under this Ground Lease and/or now or hereafter available to Lessor at law and equity, including but not limited to specific performance and injunction and any other actual damages incurred by Lessor as a result of the material breach and/or an Event of Default by Lessee. However, neither Lessee nor Lessor shall be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination.

(d) This Ground Lease may be terminated upon mutual written agreement by the Parties, executed by the appropriate individuals with authority to bind Lessor and Lessee respectively.

(e) After the expiration of the Initial Term and at least one Extension Term, this Ground Lease may be terminated by Lessor or Lessee at their discretion should either of them determine that the Ground Lease no longer serves a public purpose or upon a finding that the Ground Lease no longer serves Lessor's purposes or goals or meets Lessor's needs.

20. Holding Over by Lessee. Lessee shall not use or remain in possession of the Premises after the termination of this Ground Lease. Any holding over, or continued use or occupancy by Lessee after the termination of this Ground Lease, without the written consent of Lessor, shall not constitute a tenant-at-will interest in behalf of Lessee, but Lessee shall become a tenant-at-sufferance and all other expenses, obligations and payments in effect for the immediately preceding year of this Ground Lease shall be paid immediately by Lessee. There shall be no renewal whatsoever of this Ground Lease by operation of law. Nothing contained in this Ground Lease shall be construed as consent by Lessor to the occupancy or possession of the Premises by Lessee after termination of this Ground Lease. Upon the termination of this Ground Lease, Lessor shall be entitled to the benefit of all Applicable Laws, that may now or hereafter be in force, relating to the speedy recovery of the Premises held over by Lessee.

21. Lessee's Assumption of Risk: All property of Lessee kept or stored in or on the Premises shall be kept or stored at the sole risk of Lessee. Lessee hereby expressly agrees that Lessor shall not be liable or responsible in any manner for any damage or injury to the person or property of Lessee (including, but not limited to, the Premises) or the person or property of any other person or entity unless such damage or injury is a direct result of the action or inaction of Lessor.

22. Safety. Neither Lessor nor Lessee shall do or permit anything to be done in any portion of the Center, or bring or keep anything therein which will, in any way, increase the rate of fire or any other insurance, casualty or otherwise, in the Center, or invalidate or conflict with the fire or other insurance policies, casualty or otherwise, in the Center.

23. Total or Substantial Destruction by Fire or Other Casualty.

(a) If the Center, during the Lease Term, is damaged by fire, other casualty, or any other cause whatsoever (except condemnation), Lessee may determine within its sole discretion, that the Center can be restored and elect to repair the damage and restore the Center to substantially the same size, function and value as existing prior to the damage. This Ground Lease shall not be affected except that the rent payable during the period of such damage, repair, and/or restoration shall be reduced according to the degree to which and/or time period during which Lessee's use of the Center is impaired. Lessee shall not be entitled to any other compensation, reduction, or reimbursement from Lessor as a result of any damage, destruction, repair, or restoration of or to the Center unless such damage or destruction is caused solely by the negligence or inaction of Lessor.

(b) In the event the damage or destruction shall be so extensive to the Center as to render it uneconomical, and/or unusable in Lessee's opinion, to restore the Center for Lessee's use as specified in this Ground Lease, or if Lessee shall in good faith be unable to obtain reasonable replacement financing to restore the Center to substantially the same size, function, and value that existed prior to the damage or obtain the insurance proceeds, Lessee may, at its option, terminate this Ground Lease upon written notice to Lessor. The terms of this Ground Lease shall then expire by lapse of time upon the tenth day after such notice is mailed, and Lessee shall thereupon vacate and surrender the Premises to Lessor. No such termination shall release Lessee from any liability to Lessor arising from such damage or from any of the obligations or duties Lessee has under this Ground Lease prior to such termination. Moreover, if such damage is due to the negligent or willful act of Lessee, or Lessee's agents, representatives, employees, invitees, visitors, or licensees, then Lessee shall be liable for the cost of all repairs and there shall be no apportionment or abatement of rent. This provision shall survive the termination of this Ground Lease.

24. Events of Default and Remedies.

(a) Events of Default Defined. An "Event of Default" has occurred if Lessee shall fail to perform or cause to be performed any other term, covenant, condition, or provision hereof, and to correct such failure within thirty (30) days after written notice specifying such is given to Lessee by Lessor. In the case of any such failure that cannot with due diligence be corrected within such thirty (30) day period, it shall not constitute an Event of Default if corrective action is instituted by Lessee within the applicable period and diligently pursued until the failure is corrected.

(b) No act or thing done by Lessor shall be deemed to be an acceptance of a surrender of the Premises or shall relieve Lessee of any of its liabilities and obligations under this Ground Lease, unless Lessor, through an authorized representative, shall execute a written release of Lessee. Lessee's liability under this Ground Lease shall not be terminated by the execution of a new lease of the Premises by Lessor. This provision shall survive the termination of this Ground Lease.

(c) Remedies. Upon the occurrence of an Event of Default, Lessor may, terminate this lease as provided in Paragraph 19 and shall have the remedies set forth below and, without limitation, all rights or remedies now or hereafter available to Lessor under the laws of the State of Texas, including, but not limited to, recovery of rent, repossession of the Premises (after twenty-five (25) years from the Commencement Date have elapsed), and damages occasioned by Lessee's default.

i. No re-entry or taking possession of the Premises by the Lessor or any other action taken by the Lessor, as a result of any default of Lessee, shall relieve Lessee of any of its liabilities and obligations under this Ground Lease whether or not the Premises are relet.

ii. In the event that Lessee materially defaults in any obligation on its part to be performed under this Ground Lease, Lessor will attempt to mitigate any damage or loss caused by Lessee's breach by using commercially reasonable means. If Lessee is in default, Lessee will be liable for the following:

- a) Any lost rent;
- b) Repairs to the Premises for use beyond normal wear and tear;
- c) All Lessor's reasonable costs associated with eviction of Lessee;
- d) All Lessor's reasonable costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- e) removing any of Lessee's equipment or fixtures left on the Premises or in any Improvement;
- f) Cost to remove any trash, debris, personal property, hazardous materials, or hazardous materials left by Lessee or Lessee's agents, employees, representatives, contractors, invitees, or licensees in the Premises or Building; and/or
- g) Cost to replace any unreturned keys or access devices to the Premises and/or any Improvement.

25. Force Majeure. If Lessor or Lessee cannot perform any of its obligations due to events beyond the control of either Lessor or Lessee, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Such events control include, but are not limited to, acts of God, war, civil

commotion, terrorism, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

26. Hazardous Materials. Lessor and Lessee shall not knowingly cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials within or in the vicinity of the Premises. Neither Lessor nor Lessee shall allow the storage or use of such substances or materials in any manner within or in the vicinity of the Premises unless such storage or use is sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials in such locations. Nor shall Lessor or Lessee allow any such materials or substances to be brought onto any portion of the Premises except to use in the ordinary course of Lessor's or Lessee's business, and then only after written notice is given to the other party of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, any other applicable federal, state or local laws in existence during the term of this Ground Lease, and the regulations adopted under any applicable federal, state, or local laws, and/or acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous substances or materials with respect to the Premises, then the party responsible for any such release of hazardous substances or materials shall bear the costs of such tests and, to the extent permitted under applicable law, any damage, penalty, or liability resulting from such release.

27. Attornment. In the event of the exercise of any power of sale under the provisions of any mortgage or deed of trust now or hereafter encumbering the Premises, the Lessee agrees that it shall attorn to the purchaser at such sale and that it shall recognize such purchaser as the Lessor under the terms of this Ground Lease and shall continue this Ground Lease in full force and effect regardless of whether such mortgage or deed of trust was superior or subordinate to this Ground Lease.

28. Written Approval or Agreement. Unless other provided in this Ground Lease, in any provision of this Ground Lease requiring written notice or a statement, modification, or agreement in writing, such writing shall be executed by authorized representatives of Lessor or Lessee and sent in accordance with Paragraph 33 of this Ground Lease.

29. Brokerage Fees. Both parties represent that no broker was involved with or is entitled to any commission in connection with the Premises or the negotiation of this Ground Lease.

30. Miscellaneous.

(a) Provisions are Binding Upon Assigns and are Real Covenants. The Parties mutually covenant, understand and agree that each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the Parties, but also the legal representatives, successors and assigns of the Parties, and shall be deemed and treated as real covenants running with the Premises during the Term. Whenever a reference to the Parties is made, such reference shall be deemed to include the legal representatives, successors and assigns of such party, the same as if in each case expressed.

(b) Applicable Law and Court Proceedings. This Ground Lease shall be governed, construed, performed and enforced in accordance with the laws of the State of Texas (excluding principles of conflict of law). Any suit, action or proceeding against any party arising out of or relating to this Ground Lease, any transaction contemplated thereby, or any judgment entered by any court in respect of any thereof may be brought in State District Court located in Fort Bend County, Texas.

(c) Invalidity of Provision or Part Thereof. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(d) Time is of the Essence. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

(e) No Partnership or Agency. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the Parties. The Parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

(f) Recordation of Memorandum of Lease. Lessor and Lessee will execute, seal, acknowledge and deliver simultaneously with the execution of this Ground Lease, in recordable form, a memorandum of lease setting forth the basic terms hereof and the said memorandum of lease will be recorded in the appropriate records of Fort Bend County, Texas.

(g) Counterparts. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(h) Waiver. No waiver by Lessor of any provision of this Ground Lease shall be deemed to have been made unless expressed in writing and signed by an authorized representative of Lessor. Lessor's failure to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Ground Lease, or to exercise any right or option contained in this Ground Lease, shall not be construed as a waiver and shall not prevent Lessor from enforcing that provision or any other provision of this Ground Lease in the future. Lessor's receipt of rent, with knowledge of the breach of any covenant, term or condition of this Ground Lease, shall not be deemed a waiver of such breach.

(i) Interpretation. The captions or headings of the sections of this Ground Lease are to assist the parties in reading this Ground Lease and are not a part of the terms or provisions of this Ground Lease. In any provision relating to the conduct, acts or omissions of Lessee, the term "Lessee" shall include Lessee's agents, employees, officers, representatives, contractors, invitees, successors, licensees, or others using the Center or Premises with Lessee's expressed or implied permission.

(j) Entire Agreement. This Ground Lease, together with all agreements between the Parties referenced in this Ground Lease, embodies the entire understanding between the Parties with respect to the Center, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Center. This Agreement shall supersede and replace all previous agreements pertaining to the Center between any of the Parties. Except as stated elsewhere in this Ground Lease, this Agreement contains the entire agreement between the Parties relating to the Premises and supersedes all negotiations, understandings and agreements, written or oral, between the Parties. This Ground Lease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.

(k) Representations. Lessee and Lessor each represents that it has the legal authority to enter into and execute the terms of this Ground Lease and that it has funds available to provide for the construction and operation of the Center.

33. Notices.

(a) Notices required or permitted to be given by any party to the other under this Ground Lease, including bills, shall be deemed to have been received by the party or entity to whom they are sent, within three (3) days after their deposit in the United States Mail, properly stamped and addressed. The Parties shall have the right from time to time to change their respective address and each shall have the right to specify as its address any other address by at least seven (7) days written notice to the other party. Notices shall be in writing and shall be mailed to the Parties at the following address:

If to Lessee, to:

Fort Bend County Facilities Management and Planning
Attention: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: County Judge
301 Jackson Street
Richmond, Texas 77469

If to Lessor, to:

Attack Poverty
3727 Greenbriar Drive
Stafford, Texas 77477

(b) Notwithstanding anything contained in this Ground Lease to the contrary, any notice required to be given by Lessor or Lessee shall be deemed to have been given and shall be effective as of the date such notice is received or refused, as reflected on said notice. All notices, certificates, demands, requests, or other communications made by either party to the other which are required or permitted by the provisions of this Ground Lease shall be in writing.

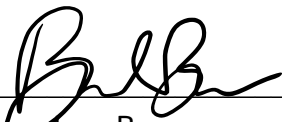
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in duplicate originals, each of equal dignity, as of the date and year of the second party to sign.

Executed as of the 16th day of November, 2021.

LESSOR:

ATTACK POVERTY

By: 
Name Brandon Baca
Title CEO, Attack Poverty
Date November 16, 2021

ATTEST:

N/A

LESSEE:

FORT BEND COUNTY, TEXAS


County Judge KP George
KP George, County Judge

Attest:


Laura Richard, County Clerk



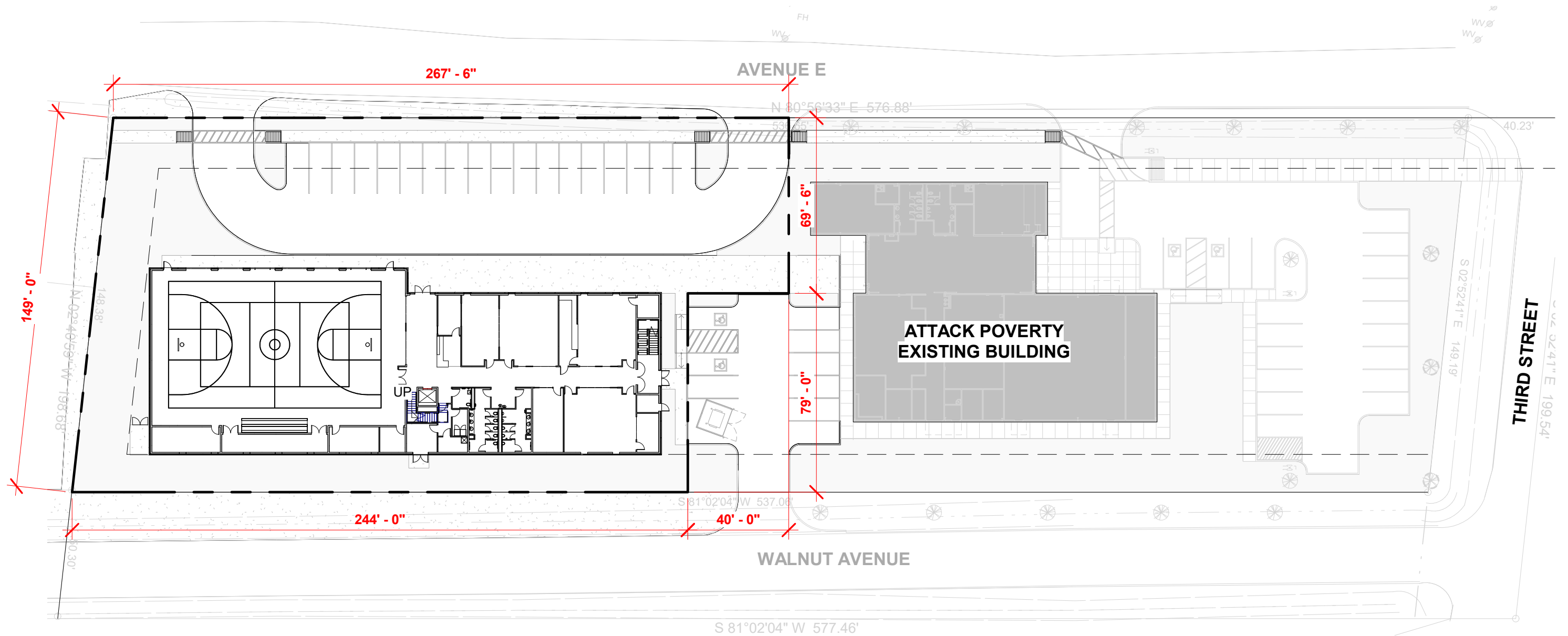
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$ 250,020.00 to accomplish and pay the obligation of Fort Bend County in the foregoing matter.


Robert Ed Sturdivant, County Auditor

EXHIBIT A

EXHIBIT A



TOTAL ACREAGE: 0.87 ACRES

① SITE PLAN - DIAGRAM
1" = 40'-0"

BLUELINE

126 West Bruce Street, Suite 102 | Harrisonburg, VA 22801
333 Cypress Run, Suite 350 | Houston, TX 77094

FORT BEND COUNTY
NEW COMMUNITY CENTER

SK-1