

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

SALE-LEASEBACK AGREEMENT

This Sale-Leaseback Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas, a political subdivision of the state of Texas (hereinafter "County"), and Attack Poverty., a Texas non-profit corporation (hereinafter "Lessee"), pursuant to County's acquisition of that certain improved real property as hereinafter described. County and Lessee may be collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on September 23, 2024, County and Lessee entered into that certain Purchase and Sale Agreement for County's acquisition of improved real property (the "Property"), which property is legally described as follows:

Tract 1:

All of Restricted Reserve B, Attack Poverty-Rose 2, a subdivision situated in the Henry Scott Survey, Abstract No. 83, according to the map or plat therefore recorded under Clerk's File No. 20220166 of the Official Public Records of Fort Bend County, Texas

Tract 2:

All of Restricted Reserve A, Attack Poverty-Rose 2, a subdivision situated in the Henry Scott Survey, Abstract No. 83, according to the map or plat thereof recorded under Clerk's File NO. 20220166 of the Official Public Records of Fort Bend County, Texas.

WHEREAS, Lessee is currently occupying the Property; and

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement, the Parties desire to enter into an agreement whereby Lessee will simultaneously sell the Property to County and County will leaseback to Lessee a portion of the Property as more particularly described in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, County and Lessee hereby agree as follows:

1. **Demise of Property.** County, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from County, all of the property described below and depicted on "Exhibit A" attached hereto and incorporated herein by reference (hereinafter, the "Leased Premises"):

2,360 square feet out of that certain 9,580 square-foot Recreation Center located on tract 2 of the Property.

2. Term.

- (a) County agrees to rent and lease to Lessee the Leased Premises for a term of five (5) years beginning on September 23rd, 2024 and ending at 11:59 pm on September 22nd, 2029 (the "Initial Term").
- (b) Lessee shall have the option to renew this Agreement for two additional terms of five (5) years each if County receives written notice of Lessee's intent to exercise such option not less than ninety (90) days prior to the expiration of the previous term. All terms and conditions of the Agreement shall apply to any renewal terms provided, however, that any rental rate for a renewal term shall be subject to the rate increase provided in Section 3 of this Agreement. Lessee may terminate this lease agreement during the initial term and any renewal upon 30 days written notice to Lessor.
- (c) Notwithstanding the foregoing, all renewal terms are subject to County's prior written approval and no renewal term shall be effective except upon execution of a written amendment to this Agreement by both Parties.
- (d) Lessee, upon termination expiration of this Agreement, shall surrender possession of the Leased Premises to County. If Lessee shall hold over after the termination or expiration of the Initial Term, or any extensions or renewals thereof, such tenancy shall be a tenancy at sufferance under the same terms and conditions of the Lease and further, will not operate to renew or extend this Lease. Lessee shall pay County ten and 00/100 Dollars (\$10.00) per day during the period of any possession after termination or expiration of the Agreement as damages, in addition to any other remedies to which County is entitled.

3. Rent. As rental for the use and occupancy of the Leased Premises, Lessee agrees to pay County as follows:

- (a) Initial Term: Two Thousand Three Hundred Sixty Dollars and 00/100 Dollars (\$2,360.00) per month plus the cost of utilities provided in Section 4 below.
- (b) First Renewal Term: Rent for the first renewal term shall be subject to an annual increase of five (5%).
- (c) Second Renewal Term: Rent for the second renewal term shall be subject to an annual increase of ten (10%).
- (d) Lessee shall not be entitled to a refund of the rent, or any portions thereof, if the Agreement terminates prior to the expiration of any term regardless of whether Lessee defaults under this Agreement or voluntarily surrenders the Leased Premises.

4. **Utilities.** Water, phone, and electric utilities shall be provided by County with the cost of such utilities to paid by Lessee to County equivalent to twenty four percent (24%) of the total cost of utilities. County shall provide Lessee for cost of utilities for each month. Lessee shall pay the invoice within ten (10) days of receipt of the same.
5. **Taxes and Fees.** In addition to rent and utilities, Lessee shall pay and discharge all sales and other taxes and all charges of every kind and description applicable to Lessee's use of the Leased Premises and for which Lessee shall be liable, including all charges and fees assessed for necessary licenses and permits applicable to Lessee's use of the Leased Premises.
6. **Use of Leased Premises.** This Agreement does not constitute a conveyance of the Leased Premises to Lessee but grants only a lease of said premises.
 - (a) Use of the Leased Premises shall be limited to Lessee's continued use and tenancy of said premises.
 - (b) Lessee may not assign this Agreement or sublet any part of the Leased Premises. Any attempted sublet or assignment or partial sublet or assignment by Lessee shall be void and of no effect.
 - (c) No hunting or discharging of firearms, bows and arrows, or crossbows are allowed on the Leased Premises at any time.
 - (d) Lessee shall not have the right at any time during the Term of this Agreement to materially alter the Leased Premises including erect, alter, remodel, reconstruct, rebuild, replace, or remove any buildings or other improvements or fixtures on the Leased Premises, or correct or change the contour of the Leased Premises, without the prior written approval of County. County may require that Lessee, at the end of any term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the same condition as at the time of closing, except normal wear and tear. Any remaining improvements or fixtures placed on the Leased Premises during the Term shall remain on the premises and become the property of County upon the termination of this Agreement.
 - (e) Lessee shall have the right to use the Leased Premises during any terms for the operation and management of Attack Poverty. From time to time, Lessee may further utilize other portions of the Building not included within the Leased Premises only upon the prior written consent of the Fort Bend County Parks Department. Lessee understands and agrees that Lessee's use of other portions of the Building not included in the Leased Premises shall not be exclusive and shall be subject to activities and events scheduled by County. County further reserves the right to make changes and updates to

its schedule of activities and events and schedule additional events not previously scheduled at any time.

- (f) Lessee shall comply with all applicable laws, rules, and regulations by any governmental entity having jurisdiction over the Leased Premises, including the Rules and Regulations for County Parks of Fort Bend County, Texas.

7. **Condition.** LESSEE HEREBY ACCEPTS AND LEASES THE LEASED PREMISES "AS IS" AND ACCEPTS IT IN ITS PRESENT CONDITION AS OF THE DATE OF CLOSING. LESSEE ACKNOWLEDGES AND STIPULATES THAT THERE IS NO WARRANTY BY COUNTY, EXPRESS OR IMPLIED, THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE, OR FREE FROM ANY DEFECTS. LESSEE ACKNOWLEDGES AND STIPULATES THAT LESSEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS INSTEAD RELYING ON LESSEE'S OWN EXAMINATION OF THE LEASED PREMISES. Upon termination of this Agreement, Lessee shall surrender the Leased Premises to County in the same condition as at the time of Closing, normal wear and tear excepted.

8. **Repairs and Maintenance.** Lessee shall keep and maintain, or cause to be kept and maintained all grounds, buildings and improvements on the Leased Premises in a good state of appearance, repair and condition during the Term, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Lessee shall promptly repair at Lessee's expense any damage to the Leased Premises caused directly or indirectly by an act or omission of the Lessee or any person other than the County, County's agents, servants or representatives while on the Leased Premises.

9. **Insurance.**

- (a) Lessee shall obtain and maintain insurance at all times during the Initial Term of this Lease, or any extension or renewals thereof. Lessee shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Lessee shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) 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.
 - (4) 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.
 - (5) Fire and extended coverage insurance on all personal property belonging to Lessee located on the Leased Premises.
- (b) County and members of the 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 County.
 - (c) 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 this Lease and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the commencement of this Lease.
 - (d) Lessee shall not occupy any portion of the Leased Premises until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
 - (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
 - (f) Approval of the insurance by County shall not relieve or decrease the liability of Lessee.
 - (g) Lessee shall provide a certificate of insurance evidencing the same upon request by County.
 - (h) The provision by Lessee of insurance shall not limit the liability of Lessee under this Lease.

- (i) County 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.

10. Indemnity.

- (a) **LESSEE SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ACTIVITIES OF LESSEE, ITS EMPLOYEES, AGENTS, SERVANTS OR REPRESENTATIVES ON THE LEASED PREMISES DURING THE TERM OF THIS AGREEMENT THAT RESULTS FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LESSEE OR ANY OF LESSEE'S EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES.**
- (b) Lessee's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- (c) 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 missions of Lessee are not at issue in the matter.

11. County's Right of Entry.

- (a) Lessee shall permit County or County's agents, representatives or employees to enter the Leased Premises at any time, and from time to time, for the purposes of: (1) conducting inspections to determine whether Lessee is in compliance with the terms of this Agreement; (2) determining the general condition of the Leased Premises; (3) commencing any emergency or non-emergency repairs for the Leased Premises; and (4) constructing any improvements necessary for repairs or County's occupation of the Leased Premises.
- (b) Lessee shall provide, at no cost to County, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow County access to the Leased Premises during the Term of this Agreement.

12. **Encumbrances.** Lessee shall not, at any time, encumber the leasehold interest, by deed of trust, mortgage or other security instrument. Nor shall Lessee suffer or permit any mechanic's lien, materialman's liens or any other type of lien to be placed upon the Leased Premises or upon any improvements thereof. If any such mechanics' lien, materialmen's lien, or any other type of lien shall be recorded against the Leased Premises, or any improvements thereof, Lessee shall cause the same to be promptly removed.
13. **Damage or Destruction.** If the Leased Premises or any improvement located on the Leased Premises are damaged or destroyed by fire, tornado, or other casualty, Lessee shall immediately notify County in writing of such damage or destruction and shall include a description of the damage and, as far as known, the cause of the damage.
14. **Default.** Lessee shall be in default of this Agreement if Lessee fails to timely perform its duties and obligations under this Agreement. County shall notify Lessee in writing of such default and shall give Lessee reasonable time to cure such default. If Lessee fails or refuses to cure such default within the time period prescribed by County, then County may terminate this Agreement upon written notice to Lessee of its intent to terminate and the effective date of termination.
15. **Termination.**
 - (a) Termination by County: County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) Lessee fails to perform any of its duties or obligations under this Agreement within the timeframe(s) provided by County.
 - (2) Lessee fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (3) Lessee otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - (b) County shall notify Lessee in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Lessee shall have opportunity to such Default within the time specified in the Notice by County. If Lessee fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (c) Termination by Lessee: Lessee may voluntarily terminate this Agreement at any time prior to the end of any term upon sixty (60) days prior written notice to County.

Lessee shall notify County in writing no later than 48 hours after Lessee vacates the Leased Premises.

- (d) Upon termination of this Agreement for any reason, Lessee shall surrender and vacate the Leased Premises within the time prescribed by County and shall further pay any rents due at the time of termination, including any proratable amounts as determined by County.

16. **Compliance.** In performing its obligations under this Agreement, Lessee shall comply with all applicable federal, state, county, or city laws, rules, and regulations. Lessee shall not use the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, rule, regulations, or ordinance of the United States, the state of Texas, County of Fort Bend, or other lawful authority having jurisdiction over the Leased Premises or Lessee's activities.
17. **Notices.** Any and all notices required or permitted under this Lease shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail by certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to LESSEE: Attack Poverty
 Attn: Deepak Wadhvani
 7502 Drayton Ct. P.O. Box 63
 Sugar Land, Texas 77479 Richmond, Tx 77406



If to COUNTY: Fort Bend County Parks Department
 Attn: Director
 301 Jackson St.
 Richmond, Texas 77469

And

Fort Bend County Attorney's Office
Attn: County Attorney
401 Jackson St., 3rd Floor
Richmond, Texas 77469

Lessee shall promptly notify County in writing of any change to Lessee's contact information above.

18. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Lessee release any material or information developed or received during

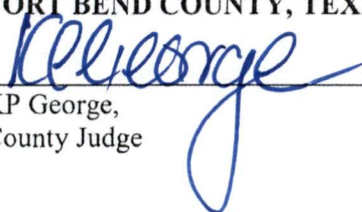
the performance of Services hereunder unless Lessee obtains the express written approval of County or is required to do so by law.

19. **No Partnership.** The relationship between County and Lessee at all times shall remain solely that of landlord and tenant, and shall not be deemed to be a partnership or joint venture.
20. **No Waiver.** No waiver by County of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
21. **Entire agreement.** This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by both Parties.
22. **Legal construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
23. **Applicable law.** Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Fort Bend County, Texas.
24. **No waiver of powers or immunity.** It is understood and agreed that, by execution of the Agreement, the County does not waive or surrender any of its governmental powers or immunity.
25. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of all Parties, as evidenced by the signature of the appropriate authority.

{Execution Pages Follow}

COUNTY:

FORT BEND COUNTY, TEXAS

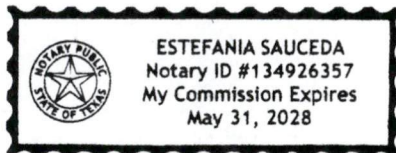


KP George,
County Judge

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 24 day of September, 2024,
by KP George, County Judge, on behalf of Fort Bend County, Texas.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ATTEST:



LAURA RICHARD



LESSEE:

ATTACK POVERTY

A Texas non-profit corporation

By: 

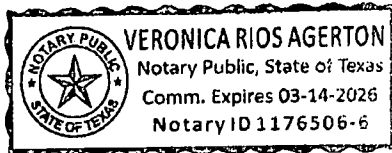
Name: Nicolas Vann

Title: Board Chairman

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF Harris §

This instrument was acknowledged before me on the 23 day of September, 2024,
by Nicolas Vann Chairman of the Board of Attack Poverty, a Texas non-
profit corporation, on behalf of said non-profit corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

