

THIRD AMENDMENT TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT between Town North Arlington Partners, LLC ("Landlord") and TARRANT COUNTY, TEXAS ("Tenant") concerns the property at 536 W. Randol Mill Road Arlington, Tarrant County, Texas.

Effective on the 1st day of November 2022, the Landlord and Tenant amend the LEASE AGREEMENT as follows:

- 1. Section (d) and (e) shall be amended to provide for the following:**

Tenant shall have and hold the Premises pursuant to the terms of this Lease Agreement for a term of one (1) year beginning on November 1, 2022

- 2. Rent is due on the first day of each month and is in the monthly amount of \$9,468.00.**

Commencement date of November 1, 2022

Expiration date of October 31, 2023

The other provisions of the LEASE AGREEMENT and any Addenda/Amendments remain unchanged except as set forth above. A true copy of the original lease agreement is attached hereto and incorporated herein, and is now considered amended as set out above. At the time of the execution of this Third Amendment, the First, Second, and Third Amendments are the only Addendum/Amendment to the lease that has been adopted and are in effect.

AMENDMENT TO LEASE AGREEMENT may be executed in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed as original for all purposes, and all such sign counterparts shall be constitute but one and the same instrument. A fax or email copy of this document shall be accepted as the original

- Remainder of page intentionally left blank-

Third Amendment to Lease Agreement between Town North Associates, LTD, and Tarrant County, Texas

TOWN NORTH ARLINGTON PARTNERS LLC
a Texas limited liability company

By: Town North Arlington Holdings LP
a Texas limited partnership
its managing member

By: Shop Town North Arlington Partners GP LLC,
a Texas limited liability company
its general partner

By: 
Daniel Fuller, Manager
9-28-2022

SIGNED AND EXECUTED this _____ day of _____, 2022

COUNTY OF TARRANT
STATE OF TEXAS

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____


Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Third Amendment to Lease Agreement between Town North Associates, LTD, and Tarrant
County, Texas

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: _____

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,00.000 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

☐ Vendor is EXEMPT from Certification as set out above.

☒ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

SEE SIGNATURE PAGE ATTACHED

Signature of Certifying Person

//

Printed Name of Certifying Person

//

Title of Certifying Person

//

Name of Vendor Company

//

Date Certified

TOWN NORTH ARLINGTON PARTNERS LLC
a Texas limited liability company

By: Town North Arlington Holdings LP
a Texas limited partnership
its managing member

By: Shop Town North Arlington Partners GP LLC,
a Texas limited liability company
its general partner

By: 
Daniel Fuller, Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Town North Arlington Partners, LLC
Arlington, TX United States

Certificate Number:
2022-939094

Date Filed:
09/28/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

Date Acknowledged:
MJR 9.28.22

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Lease
Commercial lease space for Tarrant County Health/WIC

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fuller, Daniel	Dallas, TX United States	X	
	Wheeler, Buck	Dallas, TX United States		X
	Daniel, Deidre	Dallas, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel Fuller, and my date of birth is 1-18-67.

My address is 4809 Cole Ave., #330, Dallas, TX, 75205, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 28th day of September, 2022.
(month) (year)

DM

Signature of authorized agent of contracting business entity
(Declarant)



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Town North Arlington Partners, LLC (Name)

SHOP Development, LLC (Company)

4809 Cole Avenue, Suite 330 (Address)

Dallas, TX 75205 (Address)

043526790 (DUNS Number)

PHONE 214-960-4545

EMAIL daniel@shopcompanies.com

TOWN NORTH ARLINGTON PARTNERS LLC
a Texas limited liability company

By: Town North Arlington Holdings LP
a Texas limited partnership
its managing member

By: Shop Town North Arlington Partners
GP LLC,
a Texas limited liability company
its general partner

By: 
Daniel Fuller, Manager

AGREEMENT OF LEASE

STATE OF TEXAS (

COUNTY OF TARRANT (

THIS LEASE AGREEMENT is made and entered into this _____ day of **August 2015**, by and between the LESSOR and LESSEE hereinafter named.

DEFINITIONS AND BASIC PROVISIONS

The following definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in other provisions of this lease:

(a) "LESSOR": **Town North Associates, Ltd.**

(b) "LESSEE": **Tarrant County**

(c) "Demised Premises": Approximately **9468 square feet of Commercial Space** located at **536 West Randol Mill Road** in Arlington, Tarrant County, Texas.

(d) Lease terms: a period of **five (5) years** commencing on **November 1, 2015** and ending on **October 31, 2020**.

(e) Basic rental: A total sum of **\$432,000.00**, payable at the office of Lessor, in monthly installments of **\$7,200.00**, in advance, during the lease term, at the address herein, or at such address or addresses that Lessor may hereafter specify. Any rents not paid by the 15th of the month shall be considered past due and will result in the imposition of late charges as discussed below.

(f) Prepaid rental: **-0-**, representing payment of rental for the first month of the lease term.

(g) Security deposit: **-0-**

(h) Permitted use: **Public Health Facility**, and not otherwise without Lessor's written approval.

(i) Percentage shall mean **eight and 45/100 percent (8.45%)** in conjunction with Paragraph 31.

(j) Late Charges: If Lessee fails to pay any month's rent on or before the 10th day of each month, Lessee will pay interest in accordance with Texas Law applicable to counties in the amount of 1% per month.

GRANTING CLAUSE

In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Demised Premises to have and to hold the same for the lease term specified herein, all upon the terms and conditions set forth in this lease.

This lease is conditioned upon faithful performance by Lessee of the following agreements, covenants, rules and regulations, herein set out and agreed to by Lessee.

1. PAYMENTS. To pay all rents and sums provided to be paid by Lessee hereunder at the times and in the manner herein provided. The obligation of Lessee to pay rent is an independent covenant, and no act or circumstance whatsoever, whether such act or circumstance constitutes a breach of covenant by Lessor or not, shall release Lessee of the obligation to pay rent.

2. LEGAL USE - VIOLATIONS OF INSURANCE COVERAGE. Lessee will not occupy or use, nor permit any portion of the Demised Premises to be occupied or used for any business or purpose which is unlawful, in part or in whole, or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the building or contents, and in the event that, by reason of acts of Lessee, there shall be any increase in rate of insurance on the building or contents created by Lessee's acts or conduct of business, then Lessee hereby agrees to pay such increase.

3. WAIVER OF SUBROGATION. Provided that this waiver does not conflict with any insurance policy provision, Lessor and Lessee hereby agree that with respect to any Loss or damage to the property of either for which there is coverage under a Fire and Extended Coverage insurance policy or similar policy, both parties mutually waive all rights of recovery against each other to the extent that the loss or damage is insured by such policy.

4. OPERATION OF BUSINESS. Lessee shall keep the demised premises open for business at all reasonable times and days.

Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Lessees in the Shopping Center.

No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Lessor.

5. CONTROL OF COMMON AREAS BY LESSOR. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Demised Premises including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, and other areas and improvements provided by Lessor for the general use, in common, of tenants, their officers, agent, employees and customers, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Paragraph. Lessor shall have the right to construct maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the areas, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any right, to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such manner as Lessor, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

It is a part of the consideration for such lease that Lessee shall maintain the entrances to the demised premises in a reasonable manner designated by Lessor and shall keep sidewalks, alleys and other common areas clear of merchandise, debris, displays and other obstructions.

6. TOTAL OR PARTIAL DESTRUCTION. If the Demised Premises or the building in which the Demised Premises are located shall be damaged by any cause or means whatsoever not caused or contributed to by the negligence or fault of Lessee, its employees, servants, agents or visitors, and if said damage can be repaired within a period of sixty (60) working days by using standard working methods and procedures, Lessor shall within a reasonable time after the occurrence of said damage enter and make repairs, and this lease shall not be affected but shall continue in full force and effect. However, if such damage cannot be repaired within said sixty (60) working days by using standard working methods and procedures, then this lease shall cease and terminate as of the date of said occurrence, and Lessee shall pay rent to such date and immediately surrender the Demised Premises to Lessor, unless within a period of sixty (60) days from the date of such occurrence Lessor shall elect to keep the lease in force and repair the Demised Premises to substantially the condition as existed prior to the date of such occurrence by giving Lessor written notice of such election within said sixty (60) day period. If Lessor so elects to continue the lease and restore the Demised Premises, Lessor shall within a reasonable time after the date of the notice of said election enter and make repairs, and this lease shall not be affected except that the rents hereunder shall be reduced or abated while such repairs are being made for the period of time and in the proportion that the Demised Premises are untenable. If however, such damage is contributed to or results from the fault of Lessee, Lessee's employees, servants agents or visitors, such damage shall be repaired by and at the expense of Lessee under the control, direction and supervision of Lessor, and the rent shall continue without abatement or reduction. The completion or the repairs of all such damages is subject to reasonable delays resulting from survey of such damage, obtaining plans and letting contracts for repair adjustment of insurance loss, strikes, labor difficulties, unavailability of material, or other causes beyond the control of the party obligated to make such repairs. Nothing in this paragraph shall be construed to permit the abatement in whole or in part, the percentage rents provided for herein, but for the purpose of Paragraph 32, 33, or 43, hereof, the computation of percentage rents shall be based upon the revised minimum rent as the same may be abated pursuant to this Paragraph.

7. TOTAL CONDEMNATION. If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value or any unexpired term of this lease. If the whole of the common parking areas shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Lessor at its option shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Lessor at its own expense within ninety (90) days from the date of acquisition. In the event that Lessor shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

8. PARTIAL CONDEMNATION OF PARKING AREA. If any part of the parking area shall be acquired or

condemned as aforesaid, this lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. Lessee shall have no claim against Lessor for any loss resulting from said acquisition or condemnation.

9. LESSEE'S DAMAGES. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

10. CARE OF PREMISES. Lessor shall at his expense maintain in good repair the roof, heating and air conditioning units, foundation and exterior walls (excluding all windows and doors) of the building. Lessee agrees to give Lessor written notice of defects or need for repairs in roof, heating and air conditioning units, foundation, and exterior walls of the building. The Lessee shall maintain at his expense all other portions of the demised premises, specifically including but not limited to, repairs (including necessary replacements) to all plate glass, glass doors, exterior windows and doors, plumbing work, pipes and fixtures, and any special store front or equipment installed by Lessor or Lessee. Any work done by Lessee's agents that damages the roof will be the responsibility of the Lessee.

11. PLUMBING. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents or invitees shall have caused it. The Lessee shall at his expense keep the interior of the building, including the plumbing, closets, pipes and fixtures belonging thereto, in good repair; and shall take good care of the property and its fixtures and suffer it no waste; and keep the water pipes and connections free from ice and other obstructions during the term of this lease.

12. TRASH. All trash and refuse deposited outside the building must be placed in sufficient receptacles, approved by the Public Works Department of the City having jurisdiction. All containers must be kept neat and within 4 feet of the rear wall of the building. No loose trash or debris shall be deposited in the alley or kept in the building.

13. GOVERNMENT REGULATIONS. Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable government authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

14. PERSONAL PROPERTY TAXES. Lessee shall pay prior to delinquency all taxes assessed against or levied upon fixtures, furnishings, equipment and all other personal property of Lessee located in the Premises. When possible, Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of which the Premises form a part. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with said real property. Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's personal property.

15. NOTICE BY LESSEE. Lessee shall give immediate notice to Lessor in case of fire or accidents in the leased premises or defects in the building of which the premises are a part.

16. INSTALLATION BY LESSEE. Any installation by Lessee that materially affects the roof, foundation, or exterior walls of the building must first be approved in writing by Lessor and such installation must be done by a contractor approved in writing by the Lessor.

17. SURRENDER OF PREMISES. At the expiration of the tenancy hereby created, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear accepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment or rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the leased premises. Lessee shall remove all its trade fixtures. All alterations additions and improvements, except trade fixtures, put in at the expense of Lessee shall become the property of the Lessor and shall remain upon and be surrendered with the premises as part thereof at the termination of this lease. Air conditioning or heating units shall be defined as trade fixtures but wiring, plumbing and ductwork thereof shall be construed as improvements to the building unless otherwise stated herein.

18. NUISANCE. Lessee will conduct its business, and control its agents, employees and invitees in such a manner as not to create any nuisance, interfere with, annoy or disturb other Lessees or Lessor in the management of the demised Premises.

19. SIGNS. The Lessee shall not place or paint any signs at, on, in or above the premises or upon any of the plate glass storefront nor paint the exterior of the building except when first approved by the Lessor in writing. Lessor shall have the right to remove any sign in order to paint the building or premises or to make any other repairs or alterations.

20. UTILITY CHARGES. Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or other utility used or consumed in the leased premises. Should Lessor elect to supply the water, gas, heat, electricity or any other utility used or consumed in the leased premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. In no event shall Lessor be liable for any interruption or failure in the supply of any such utilities to the leased premises.

21. LOSS AND DAMAGE. Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of, or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from any cause including but not limited to fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the leased premises, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the leased premises or the building of which they form a part except for a period of one (1) year from the date Lessee takes possession of the leased premises. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, unless such damage shall be caused by the willful act or gross neglect of Lessor.

22. TRANSFER OF LESSOR'S RIGHTS. Lessor shall have the right to transfer and assign, in whole or in part all and every feature of its rights and obligations hereunder, and in the building and property referred to herein. Such transfers or assignments may be made either to a corporation, trust company, individual, or group of individuals, and howsoever made are to be in all things respected and recognized by Lessee.

23. SUBORDINATION. Lessee hereby subordinates this lease and all rights of Lessee hereunder to any mortgage or mortgages, or vendor's lien, or similar instruments which now are or which may from time to time be placed upon the premises covered by this lease; and such mortgage or mortgages or other instruments shall be superior to and prior to this lease. Lessee further covenants and agrees that if any mortgagee or other lien holder acquires the Demised Premises by foreclosure, or if any other person acquires the Demised Premises as a purchaser at any such foreclosure sale (any such mortgagee or other lien holder or purchaser at a foreclosure sale being each hereinafter referred to as the "Purchaser at Foreclosure"); Lessee shall thereafter, but only at the option of the Purchaser at Foreclosure, as evidenced by the written notice of its election given to Lessee within a reasonable time thereafter, remain bound by novation or otherwise to the same effect as if a new and identical lease between Purchaser at Foreclosure, as Lessor, and Lessee, had been entered into for the remainder of the term of the lease in effect at the institution of the foreclosure proceedings. Lessee agrees to execute any instrument or instruments which may be deemed necessary or desirable further to effect the subordination of this lease to each such mortgage, lien or instrument or to confirm any election to continue the lease in effect in the event of foreclosure, as above provided.

24. INDEMNITY, LIABILITY AND LOSS OR DAMAGE. By occupying, moving into the Demised Premises or taking possession thereof, Lessee accepts the Demised Premises in its current condition as suitable for the purposes for which the same are leased and accepts the building and each and every appurtenance thereof, in their current condition, and Lessee by said acts waives any and all defects therein. LESSOR SHALL NOT BE LIABLE TO LESSEE OR LESSEE'S AGENTS, EMPLOYEES, GUESTS, INVITEES OR TO ANY PERSON CLAIMING BY, THROUGH OR UNDER LESSEE FOR ANY INJURY TO PERSON, LOSS OR DAMAGE TO PROPERTY, OR FOR LOSS OR DAMAGE TO LESSEE'S BUSINESS, OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF LESSOR, OR ANY OTHER PERSON, OR BY ANY OTHER CAUSE WHATSOEVER EXCEPT LESSOR'S GROSS NEGLIGENCE. TO THE EXTENT, IF ANY, PERMITTED BY TEXAS LAW LESSEE SHALL INDEMNIFY LESSOR AND SHALL SAVE IT HARMLESS FROM ALL SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DEMISED PREMISES, OR THE COMMON AREA ADJACENT HERETO, OR OCCUPANCY OR USE BY LESSEE OF THE DEMISED PREMISES OR ANY PART THEREOF, OR OCCASIONED WHOLLY OR IN PART BY ANY, ACTION OR OMISSION OF LESSEE, ITS AGENTS CONTRACTORS, EMPLOYEES, SERVANTS, INVITEES, OR LICENSEES. IF LESSOR SHALL BE MADE A PARTY TO ANY ACTION COMMENCED BY OR AGAINST LESSEE, THE LESSEE SHALL PROTECT, DEFEND AND HOLD LESSOR HARMLESS, AND SHALL PAY ALL COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES INCURRED BY LESSOR IN CONNECTION THEREWITH. THE OBLIGATIONS OF LESSEE UNDER THIS PARAGRAPH ARISING BY REASON OF ANY OCCURRENCE TAKING PLACE DURING THE TERM OF THIS LEASE SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

25. ASSIGNMENT. Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor in each instance. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall

be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as Lessee, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

26. HOLDING OVER. In case of holding over by Lessee after expiration or termination of this lease or of any renewal or extension thereof, Lessee will pay as liquidated damages double the average rent for entire holdover period and will pay all attorney's fees and expenses incurred by Lessor in enforcing its rights hereunder. No holding over by Lessee after the term of this lease, as such term may be renewed or extended, either with or without consent and acquiescence of Lessor, shall operate to extend the lease for a longer period than one month, unless a holdover agreement in writing specifies a longer period, and any holding over with the consent of Lessor in writing (unless such consent shall specify a longer period) shall thereafter constitute this a lease from month to month. During such holding over, Lessee shall pay rent at the highest monthly rate provided for herein. For the purpose of this Paragraph, average rent shall be the highest monthly average rental, both minimum and percentage rental, paid during any twelve month period of this lease.

27. RECORDING. Lessee shall not record this lease without the written consent of Lessor; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purpose of recordation. Said memorandum or short form of this lease shall describe the parties, the leased premises and the terms of this lease and shall incorporate this lease by reference.

28. RIGHT OF ENTRY. Lessor or Lessor's agents shall have the right to enter the leased premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee, in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements or additions being made, by reason of loss or interruption of business of Lessee, or otherwise. During the six months prior to the expiration of the term of this lease or any renewal term, owner may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices "For Lease" or "For Sale", which notices Lessee shall permit to remain thereon without molestation. If Lessee shall not be personally present to open and permit an entry into said premises, at any reasonable time, when for any reason an entry therein shall be necessary or permissible, Lessor or Lessor's agents may enter the same by a master key, or may, forcibly enter the same, without rendering Lessor or such agents liable therefore, and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

29. ESCALATION - AD VALOREM TAXES. Lessor will pay in the first instance all real property taxes which may be levied or assessed by any lawful authority against the land and improvements herein demised. If the amount of the real property taxes levied or assessed against the land and building of which the leased premises form a part at the time of commencement of the term hereof shall exceed in any lease year the amount of such taxes for the first full tax year, Lessee shall pay that portion of such excess equal to the produce obtained by multiplying said excess by a fraction, the numerator of which shall be the square foot area of the leased premises, and the denomination of which shall be the square foot area of the building, inclusive of common areas. The term "first full tax year" shall mean the lease year in which Lessee shall have originally occupied the leased premises. The tax year of any lawful authority commencing during any lease year shall be deemed to correspond to such lease year. The additional rent provided for in this Paragraph shall be paid within twenty (20) days after demand by Lessor. A tax bill submitted by Lessor to Lessee shall be sufficient evidence of the amount of taxes assessed or levied against the parcel or real property to which such bill relates.

30. DEFAULT CLAUSE. In the event (a) Lessee fails to comply with any term, provision, condition, or covenant of this lease or any of the rules and regulations now or hereafter established; (b) Lessee deserts or vacates the Demised Premises; (c) any petition is filed by or against Lessee under any section or chapter of the National Bankruptcy Act as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for the benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events. Lessor shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this lease:

(A) RIGHT TO TERMINATE: Terminate this lease, in which event Lessee shall immediately surrender the Demised Premises to Lessor but if Lessee shall fail so to do, Lessor may, without notice and without prejudice to any other remedy Lessor may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Demised Premises on satisfactory terms, or through decrease in rent, or otherwise.

(B) RIGHT TO ACCELERATE RENT PAYMENTS: Declare the entire amount of the rent which would have become due and payable during the remainder of the term of this lease to be due and payable immediately, in which event, Lessee agrees to pay the same at once, together with all rents theretofore due, to Lessor at the address specified herein or hereunder; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term. The acceptance of such payment by Lessor shall not constitute a waiver of any failure of Lessee thereafter occurring to comply with any, term, provision, condition or covenant of this lease.

(C) RIGHT TO RE-ENTER: Lessor shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(D) RIGHT TO RE-LET: Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such reletting all rental received by the Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency and shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term; all of which amounts shall be immediately due and payable from Lessee to Lessor. In determining the rent which would be payable by Lessee hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Lessee from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Lessor may, as agent of Lessee, do whatever Lessee is obligated to do by the provisions of this lease and may enter the Demised premises, by force if necessary, without being liable to prosecution or any claim for damages therefore, in order to accomplish this purpose. Lessee agrees to reimburse Lessor immediately upon demand for any expenses which Lessor may incur in thus affecting compliance with this lease on behalf of Lessee, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee for such action, whether caused by the negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

31. LIEN FOR RENT. In consideration of mutual benefits arising by virtue of this lease, Lessee does hereby mortgage unto Lessor, all property of Lessee now or hereafter placed in or upon the Demised Premises (except such part of property or merchandise as may be exchanged, replaced or sold from time to time in ordinary course of operations or trade), and such property is hereby subjected to a lien in favor of Lessor and shall be and remain subject to such lien of Lessor for payment of all rents and other sums agreed to be paid by Lessee herein. Said lien shall be in addition to and cumulative of the Landlord's Lien provided by law.

32. POSSESSION. If for any reason the Demised Premises shall not be ready for occupancy by Lessee at the time of commencement of this lease, this lease shall not be affected thereby nor shall Lessee have any claim against Lessor by reason thereof, but no rent shall be payable for the period during which the Demised Premises shall not be ready for occupancy. All claims for damages arising out of any such delay are hereby waived and released by Lessee.

33. QUIET ENJOYMENT. Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed. Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease.

34. ENTIRE AGREEMENT. It is expressly agreed by Lessee, as a material consideration for the execution of this lease, that there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining thereto not incorporated in writing herein, and it is likewise agreed that this lease shall not be altered, waived, amended or extended otherwise than as provided herein, except that same may be done in writing and signed

by the proper authority.

35. SEVERABILITY CLAUSE. If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties to this lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

36. REMEDIES. No act or thing done by Lessor or its agents during the term hereof shall be deemed an acceptance of a surrender of the Demised premises, and no agreement to accept a surrender of the Demised premises shall be valid unless made in writing and signed by Lessor. The mention in this lease of any particular remedy shall not preclude Lessor from any other remedy Lessor might have, either in law or in equity, nor shall the waiver of, or redress for any violation of any covenant or condition in this lease contained, or any of the rules and regulations attached hereto, or hereafter adopted by Lessor, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of rent with knowledge of the breach of any covenant in this lease contained shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. In case it should be necessary or proper for Lessor to bring any action under this lease to consult or place said lease or any amount payable by Lessee hereunder with an attorney concerning, or for the enforcement of any of Lessor's rights hereunder, then Lessee agrees in each and any such case to pay to Lessor's reasonable attorney's fees.

37. LIABILITY INSURANCE. Lessee is self insured for general liability purposes and will furnish a letter of Self Insurance in lieu of a certificate of Insurance.

38. SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties: and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided.

39. NOTICES. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when deposited in the United States Mail with sufficient postage prepaid, addressed to the respective party to whom notice is intended to be given at the following address of such party:

40. SPECIAL CONDITIONS. Notwithstanding any provision to the contrary in this Lease, Lessee may terminate this lease without payment of any additional rent, accelerated or otherwise, above the rent due for the applicable last month of occupancy. If the Commissioners Court fail to fund in the applicable fiscal year (October 1 thru September 30 of the following year) an amount necessary to pay the rent for that fiscal year, Lessee may exercise this right by giving written notice to Lessor at least thirty (30) days prior to the beginning of the applicable fiscal year.

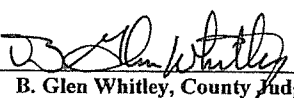
LESSOR: Town North Associates, Ltd. **ADDRESS** 984 North Cooper Street
Arlington, Texas 76011

LESSEE: Tarrant County **ADDRESS** 1101 S. Main, Suite 1450
State of Texas Fort Worth, TX 76104

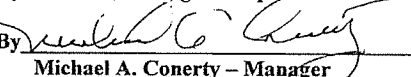
IN WITNESS WHEREOF, this lease is entered into by parties hereto on the date and year first set forth above.

LESSEE
Tarrant County, State of Texas

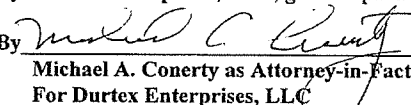
LESSOR
Town North Associates, Ltd.
a Texas Limited Partnership

By  10/27/2015
B. Glen Whitley, County Judge

By: MIBRY, LLC, general partner

By 
Michael A. Conerty - Manager

By: Durtex Enterprises, LLC, general partner

By 
Michael A. Conerty as Attorney-in-Fact
For Durtex Enterprises, LLC

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$

79,200.00 ^h

J. O. Kuyar Williams
Criminal District Attorney's Office*

S. Bonnie J. Judd
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.