



REGULAR CITY COUNCIL MEETING  
May 11, 2026 at 6:00 PM  
City Council Chambers  
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held May 11, 2026, at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo.

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx2009a>  
Persons may submit questions or comments for items on the agenda by email to: [jschneider@hondo-tx.org](mailto:jschneider@hondo-tx.org). Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

The following items will be discussed, to-wit:

1. CALL TO ORDER.
2. QUORUM CHECK.
3. INVOCATION.
4. PLEDGE OF ALLEGIANCE.
5. CITIZENS'/PUBLIC COMMENTS  
*Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

**PROCLAMATION**

6. RECOGNIZE PUBLIC WORKS WEEK. (RENE SAENZ, PUBLIC WORKS DIRECTOR)
7. RECOGNIZE MAY 2026 AS COMMUNITY ACTION MONTH (MAYOR MCANELLY)

## CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

8. CONSIDERATION AND APPROVAL OF THE APRIL 27, 2026 REGULAR CITY COUNCIL MINUTES. (Julie Schneider, City Secretary)
9. DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF WILLIAM 'GIZMO' FREEMAN TO SERVE ON THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM.
10. DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF SHANNON WINDROW TO SERVE ON THE BOARD OF ADJUSTMENTS FOR A TWO-YEAR TERM.

## OTHER BUSINESS

11. DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH RIC ADAMSKI OF ASH LIME, LLC FOR THE PROVISION OF PROFESSIONAL COMPREHENSIVE PLANNING SERVICES. (JOHN NARON, CITY MANAGER)
12. DISCUSS AND CONSIDER ACTION ON RESOLUTION NO. 481-26 CANVASSING THE OFFICIAL RESULTS OF THE MAY 2, 2026, GENERAL ELECTION FOR CITY COUNCIL PLACE 3 AND CITY COUNCIL PLACE 4. (JULIE SCHNEIDER, CITY SECRETARY)
13. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE TERMS OF A NEW LEASE AGREEMENT WITH SOUTHWEST TEXAS JUNIOR COLLEGE FOR USE OF SPACE AT THE SOUTH TEXAS REGIONAL TRAINING CENTER, AND TO BRING A PROPOSED LEASE AGREEMENT BACK TO CITY COUNCIL FOR CONSIDERATION AND APPROVAL.(JOHN NARON, CITY MANAGER)
14. ADJOURN.

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on May 5, 2026, at 4:00 p.m.

ATTEST:

  
Julie Schneider  
City Secretary

*The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.*

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

[IGNORE\_INDENT]



**HONDO**  
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*Proclamation*  
*City of Hondo, Texas*  
*National Public Works Week*  
*May 17<sup>th</sup> - 23<sup>rd</sup>, 2026*  
***“Rooted in Service, Powered by Community”***

*WHEREAS, Public Works professionals in the City of Hondo provide essential infrastructure, facilities, and services that are vital to the public health, safety, and overall quality of life of our community; and*

*WHEREAS, these services could not be delivered without the dedicated efforts of Public Works employees, including operators, technicians, and administrative staff, who work daily to maintain and improve our streets, water and wastewater systems, drainage, and public facilities; and*


*WHEREAS, the City of Hondo recognizes the critical role Public Works plays in supporting a resilient and sustainable community, and the importance of increasing public awareness and understanding of these services; and*

*WHEREAS, 2026 marks the 66th annual National Public Works Week, sponsored by the American Public Works Association, with the theme “Rooted in Service, Powered by Community”;*

*NOW, THEREFORE, BE IT RESOLVED, that I, John McAnelly, Mayor of the City of Hondo, Texas, do hereby proclaim the week of May 17–23, 2026, as **National Public Works Week** in the City of Hondo, and encourage all citizens to recognize the contributions of Public Works professionals and to join in acknowledging the vital services they provide to our community.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hondo, Texas to be affixed on this 11th day of May 2026.*

ATTEST:

  
*Julie Schneider*  
Julie Schneider, City Secretary

  
John McAnelly Jr., Mayor

# Proclamation



**WHEREAS**, The Community Council of South Central Texas, Inc. was established as a Community Action agency on May 11, 1965: and

**WHEREAS**, the service area encompasses the Greater South Central and West Texas Counties of Atascosa, Bandera, Bee, Brewster, Crane, Comal, Culberson, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Hudspeth, Jeff Davis, Karnes, Kerr, Kendall, Kinney, LaSalle, Live Oak, Maverick, Medina, McMullen, Pecos, Presidio, Real, Terrell, Uvalde, Val Verde, Wilson and Zavala.

**WHEREAS**, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

**WHEREAS**, Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and

**WHEREAS**, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

**WHEREAS**, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

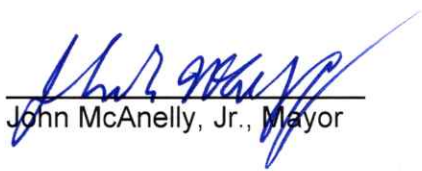
**WHEREAS**, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

**WHEREAS**, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

**WHEREAS**, Community Action is celebrating 61 years of innovation, impact, and providing proven results for Americans.

**NOW, THEREFORE**, I Mayor John McAnelly of Hondo, Tx, hereby proclaim May 2026 as Community Action Month in recognition of the hard work and dedication of all Hondo, Tx, Community Action Agencies.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of Hondo, Tx, on this 11<sup>th</sup> day of May 2026.

  
John McAnelly, Jr., Mayor

ATTEST:

  
Julie Schneider, City Secretary

**CITY OF HONDO**  
**REGULAR CITY COUNCIL MEETING**

**April 27, 2026 – 6:00 p.m.**  
City Council Chambers  
1600 Avenue M  
Hondo, Texas

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**1. CALL TO ORDER**

Mayor **McAnelly** called the meeting to order at 6:00 p.m.

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**2. QUORUM**

**Present:** Mayor **McAnelly**; Mayor Pro Tem **Ytuarte**; Councilmembers **Williams, Ramirez, Lange**

**Absent:** Councilmember **McCollum**

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**3. INVOCATION**

The invocation was delivered by **Pastor Beverly Kelling, St. Paul Lutheran Church.**

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**4. PLEDGE OF ALLEGIANCE**

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**5. CITIZENS' / PUBLIC COMMENTS**

Persons who desire to address the City of Hondo City Council may do so at this time. Those wishing to speak must complete a Public Comment Form and submit it to the City Secretary prior to the meeting. Public comments are limited to **three (3) minutes per speaker**. In accordance with the **Texas Open Meetings Act**, the City Council cannot deliberate or take action on items not listed on the agenda.

**Speakers:**

- Chavel Lopez addressed the Council regarding the need for the Animal Care Advisory Board. Mr. Lopez also expressed his concerns over Police Brutality.
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## **CONSENT AGENDA**

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Council Member.

Councilmember Ytuarte moved to approve Items 6-7 on the Consent Agenda.

The motion was seconded by Councilmember Williams.

Vote: Motion passed unanimously.

### **6. CONSIDERATION AND APPROVAL OF APRIL 13, 2026, REGULAR CITY COUNCIL MINUTES. (JULIE SCHNEIDER, CITY SECRETARY)**

### **7. CONSIDERATION AND APPROVAL OF VARIOUS APPOINTMENTS TO BOARDS AND COMMISSIONS. (MAYOR MCANELLY)**

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## **OTHER BUSINESS**

### **8. DISCUSS AND CONSIDER ACTION ON AMENDING AND/OR CANCELING CITY COUNCIL MEETING ON MAY 25, 2026 (JOHN NARON, CITY MANAGER)**

The Council discusses and approves moving the second city council meeting in May to May 26th, 2026.

Upon a motion made by council member Ytuarte and seconded by council member Williams, the meeting was moved to May 26, 2026

### **9. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1318-04-26 OF THE CITY OF HONDO, TEXAS AMENDING APPENDIX A "FEE SCHEDULE," SET FORTH IN § A4.002 (ANIMAL CONTROL) OF THE CITY CODE OF ORDINANCES TO ESTABLISH AND/OR REVISE FEES FOR SPAY AND NEUTER SERVICES; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. (CHIEF SOZA)**

The motion to accept Ordinance 1318-04-26 was made by Council member Williams. The motion was seconded by Council member Ramirez. Motion carried 3-1.

### **10. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH. (JOHN NARON, CITY MANAGER)**

A motion to approve the application and authorize the city manager as the designated authorized representative is made by Council member Williams and seconded by Council member Ytuarte. Motion carried unanimously.

### **11. PUBLIC HEARING AND POSSIBLE ACTION REGARDING A REQUEST BY K&E CUSTOM HOMES LLC**

**TO ANNEX AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, INTO THE CITY OF HONDO CITY LIMITS.**

**GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H**

- a. **STAFF PRESENTATION** – John Naron, CM
- b. **APPLICANT PRESENTATION** - None
- c. **OPEN PUBLIC HEARING** – 6:22 p.m.
- d. **PUBLIC COMMENTS** - None
- e. **ADJOURN PUBLIC HEARING** – 6:23 p.m.
- f. **DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE ANNEXING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC INTO THE CORPORATE LIMITS OF THE CITY OF HONDO.**

A motion to approve the Annexation of 3.696-acre tract of land was made by Council member Williams and seconded by Council member Ytuarte.

- 12. REZONING CASE NO. 002-26: REQUEST BY K&E CUSTOM HOMES LLC TO REZONE AN APPROXIMATELY 3.696-ACRE TRACT OF LAND SITUATED IN MEDINA COUNTY, TEXAS, CONTINGENT UPON ANNEXATION INTO THE CITY LIMITS OF THE CITY OF HONDO. GENERALLY LOCATED ON THE SOUTH SIDE OF 34TH STREET EAST OF AVENUE H**

- a. **STAFF PRESENTATION** – John Naron
- b. **APPLICANT PRESENTATION** – Kevin Gear explains the rezoning R-E to R-1
- c. **OPEN PUBLIC HEARING** - 6:25 p.m.
- d. **PUBLIC COMMENTS** - None
- e. **ADJOURN PUBLIC HEARING** - 6:25 p.m.
- f. **DISCUSS AND TAKE APPROPRIATE ACTION ON AN ORDINANCE REZONING AN APPROXIMATELY 3.696-ACRE TRACT OWNED BY K&E CUSTOM HOMES LLC FROM TEMPORARY ZONING (RE) TO (R-1).**

A motion to approve the rezoning from R-E to R-1 was made by Council member Ytuarte and seconded by Council member Lange.

- 13. DELIBERATE AND TAKE APPROPRIATE ACTION ON A DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF HONDO AND K&E CUSTOM HOMES LLC REGARDING AN APPROXIMATELY 3.696-ACRE TRACT OF LAND LOCATED IN MEDINA COUNTY, TEXAS, INCLUDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

After Council discussion, Council member Willimas made a motion to approve the development agreement. The motion was seconded by Council member Ramirez.

- 14. ADJOURN** – with there being no further business, a motion was made by Council member Williams and seconded by Council member Ramirez. The meeting is adjourned at 6:35 p.m.

Passed and approved this 11<sup>th</sup> day of May 2026.

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John McAnelly, Jr.  
Mayor

ATTEST:

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**Julie Schneider**  
City Secretary



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## City Council Communication

**Title:** DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF WILLIAM 'GIZMO' FREEMAN TO SERVE ON THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM.

**Date:** May 11, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



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## City Council Communication

**Title:** DISCUSS AND CONSIDER APPROVAL OF THE MAYOR'S APPOINTMENT OF SHANNON WINDROW TO SERVE ON THE BOARD OF ADJUSTMENTS FOR A TWO-YEAR TERM.

**Date:** May 11, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



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## City Council Communication

**Title:** DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH RIC ADAMSKI OF ASH LIME, LLC FOR THE PROVISION OF PROFESSIONAL COMPREHENSIVE PLANNING SERVICES. (JOHN NARON, CITY MANAGER)

**Date:** May 11, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

None

**STAFF CONTACTS:**



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## City Council Communication

**Title:** DISCUSS AND CONSIDER ACTION ON RESOLUTION NO. 481-26 CANVASSING THE OFFICIAL RESULTS OF THE MAY 2, 2026, GENERAL ELECTION FOR CITY COUNCIL PLACE 3 AND CITY COUNCIL PLACE 4. (JULIE SCHNEIDER, CITY SECRETARY)

**Date:** May 11, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. DOCS1-#357714-v1-Reso\_Election\_Canvass\_May\_2026

**STAFF CONTACTS:**

**RESOLUTION NO. 481-26**

**A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 2, 2026, GENERAL ELECTION OF THE CITY OF HONDO, TEXAS; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hondo, Texas (City) called for a General Election for May 2, 2026 for the purpose of electing two members to the Hondo City Council for a three-year term, specifically Council Place 3 and Council Place 4; and

**WHEREAS**, the City held a General Election on May 2, 2026, for the purpose of electing a member to City Council Place 3 and a member to City Council Place 4 of the Hondo City Council for a three-year term to end in May 2029; and

**WHEREAS**, the names of the candidates were submitted, the election was held and conducted and the returns thereof were made, all as required by laws of the United States and the State of Texas, including particularly the Texas Election Code; together with all amendments and additions thereto; and

**WHEREAS**, it was found that the persons herein named received the following votes for said term of office on the Hondo City Council of the City of Hondo, Texas; and

**WHEREAS**, pursuant to the City Charter and Texas Election Code, the City Council of the City of Hondo, Texas, convened on this the 11<sup>th</sup> day of May 2026, for the purpose of canvassing the returns of the general election held on May 2, 2026;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, THAT:**

**Section One. Canvass of Vote - General Election.**

(a) There came to be considered the returns of the general election held on the 2<sup>nd</sup> day of May 2026, for the purpose of electing a member to City Council Place 3 and a member to City Council Place 4, and it appearing from the duly and legally submitted returns that the candidates received the following votes:

<b>CITY OF HONDO, COUNCIL MEMBER, PLACE 3 AT LARGE - VOTE FOR NONE OR ONE</b>									
<b>Choice</b>	<b>Party</b>	<b>Absentee Voting</b>		<b>Early Voting</b>		<b>Election Day Voting</b>		<b>Total</b>	
MELISSA CLAIRE		5	27.78%	101	42.26%	78	31.20%	184	36.29%
JOSE YTUARTE		13	72.22%	138	57.74%	172	68.80%	323	63.71%
Cast Votes:		18	100.00%	239	100.00%	250	100.00%	507	100.00%
Undervotes:		0		6		5		11	
Overvotes:		0		0		0		0	

<b>CITY OF HONDO, COUNCIL MEMBER, PLACE 4 AT LARGE - VOTE FOR NONE OR ONE</b>									
<b>Choice</b>	<b>Party</b>	<b>Absentee Voting</b>		<b>Early Voting</b>		<b>Election Day Voting</b>		<b>Total</b>	
RACHEL RAMIREZ		15	100.00%	209	100.00%	223	100.00%	447	100.00%
Cast Votes:		15	100.00%	209	100.00%	223	100.00%	447	100.00%
Undervotes:		3		36		32		71	
Overvotes:		0		0		0		0	

(b) The official election returns and tabulation reports are hereby accepted and incorporated into the official canvass record of the City.

**Section Two.** It is found, determined and declared by the City Council that on the 2<sup>nd</sup> day of May, 2026, said general election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Jose Ytuarte was duly elected to Councilmember, Place 3 and Rachel Ramirez was duly elected to Councilmember, Place 4. Said above-named persons are hereby declared duly elected to said respective offices, subject to the taking of the oath of office as provided by the laws of the State of Texas.

**Section Three.** The City Council hereby finds and determines that the foregoing recitals are true and correct and incorporates such recitals into the body of this Resolution for all purposes as though fully set forth herein.

**Section Four.** The City Council hereby officially finds, determines, and declares that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered was given as required by Chapter 551, Texas Government Code.

**Section Five.** If any part or parts of this Resolution are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Resolution is considered severable.

**Section Six.** This Resolution will become effective immediately upon its passage by the Hondo City Council.

**CONSIDERED PASSED and APPROVED**, this 11<sup>th</sup> day of MAY 2026, at a meeting of the City Council of the City of Hondo, Texas, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

\_\_\_\_\_  
JOHN McANELLY, MAYOR

ATTEST:

\_\_\_\_\_  
JULIE SCHNEIDER  
CITY SECRETARY



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## City Council Communication

**Title:** DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE TERMS OF A NEW LEASE AGREEMENT WITH SOUTHWEST TEXAS JUNIOR COLLEGE FOR USE OF SPACE AT THE SOUTH TEXAS REGIONAL TRAINING CENTER, AND TO BRING A PROPOSED LEASE AGREEMENT BACK TO CITY COUNCIL FOR CONSIDERATION AND APPROVAL.(JOHN NARON, CITY MANAGER)

**Date:** May 11, 2026

**From:**

**INFORMATION:**

**FINANCIAL IMPACT:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

1. DOCS1-#357229-v1-Lease\_STRC\_Southwest\_Texas\_College\_4\_7\_2026

**STAFF CONTACTS:**

**OFFICE LEASE**

**SOUTH TEXAS REGIONAL TRAINING CENTER**

**APPENDIX 1  
BASIC TERMS**

**Lease Date:** June 1, 2026

**Tenant:** SOUTHWEST TEXAS COLLEGE

**Address of Tenant:** Southwest College  
2401 Garner Field Road  
Uvalde, Texas 78801

**Contact:** Lisa Ermis, Vice President of Finance  
Phone: (830) 591-2935  
Email: Idermis@swtjc.edu

**Landlord's Broker:** None.

**Landlord:** CITY OF HONDO, a home rule city and Texas municipal corporation

**Address:** City of Hondo.  
1600 Avenue M  
Hondo, Texas 78861

**Contact:** City Manager Telephone: (830) 426-3378

**Landlord's Broker:** None.

**Building:** South Texas Regional Training Center (STRTC) located at 402 Carter, Hondo, Texas 78861

Site Location Name: Hondo STRTC

**Premises:** Approximately 8294.68 square feet located within the STRTC (the "Building"), consisting of the following:

Room Number	Square Footage
Room 102	98.67
Room 106,107,108	1782.30
Room 111	578.43
Room 113	206.74
Room 114	134.31

Room 115	131.87
Room 117	833.30
Room 118	848.52
Room 126	637.72
Room 127	637.72
Room 128	745.00
Room 130	574.96
Room 131A	147.38
Room 131	731.01
Total Sq. Ft.	8294.68

together with certain improvements located therein, together with non-exclusive ingress/egress thereto (the “Premises”); the Premises being more particularly described on **APPENDIX A**.

**Term:** 12 full months and any partial months.

**Commencement Date:** June 1, 2026

**Rent Commencement Date:** June 1, 2026

**Termination Date:** \_\_\_\_\_ 31, 202\_\_

**Extended Term:** Tenant will have 1 option to extend the term of the Lease for an additional 12 months with not less than 90 days written notice.

**Annex:** Throughout the term of this Lease, Tenant will have a license for the non-exclusive use of approximately 7,082 square feet located within the James W. Danner, Sr. Training Center Annex located adjacent to the Building at 402 Carter, Hondo, Texas (the “Annex Building”), consisting of the following:

The annex consists of two shop areas, two offices, one classroom, two storage areas, one tool storage, one parts storage, and two restrooms facilities. One shop is set up for welding training, and the other for HVAC courses. The two offices are currently vacant, and the classroom is occupied in the evenings for welding class. There are two supply closets one located next to the welding shop and one located in HVAC bay that currently holds general storage, one tool room with HVAC material and one parts storage room not used.

**Base Rental:** \$ 62,000.00 per annum/ \$ 5,166.66 per month (See Paragraph 5.1), plus \$ .00 due at signing for unpaid rental, utilities, and reception services payments from \_\_\_\_\_ 1, 202\_\_ to the Commencement Date

<b>Utilities:</b>	Pro-rated at \$954.00 per month (See Paragraph 12.1)
<b>Custodial/Reception Services:</b>	<u>Tenant shall be responsible for all custodial services at its sole cost and expense.</u> (See Paragraph 5.1.1)
<b>Tenant's Liability Insurance:</b>	Tenant will maintain a commercial general liability policy of not less than <b>\$1 million</b> each for general aggregate limit and products/completed operations aggregate limit; and <b>\$1 million</b> each for personal/advertising injury limit and per occurrence limit; <b>\$100,000</b> for fire damage in any one fire and <b>\$5,000</b> medical expense limit for any one person. (See Paragraph 13.2)
<b>Tenant Improvements:</b>	N/A
<b>Security Deposit:</b>	None.
<b>Permitted Use:</b>	General office use and for providing of the educational and training services provided by Southwest Texas College. (See Paragraph 16)
<b>Parking:</b>	Tenant will have non-exclusive use of parking spots however Landlord may have to coordinate parking with Tenant for special events. (See Paragraph 9)

This **APPENDIX 1** containing the Basic Terms is incorporated into and made a part of the lease attached hereto (the "Lease").

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into by and between **City of Hondo**, a Texas home rule city and political subdivision of the state of Texas (“Landlord”) as lessor, and **Southwest Texas College**, a Texas community college (“Tenant”), as lessee.

1. **RECITALS.** Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord certain land, buildings, or portions thereof, as more particularly described in **APPENDIX 1** (the “Premises”), at the rental and subject to the terms, covenants and conditions set forth in this Lease.

2. **GRANT OF LEASE.** In consideration of the mutual obligations of Landlord and Tenant set forth in this Lease, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises to have and to hold, subject to the terms, covenants and conditions in this Lease.

3. **Reserved.**

4. **TERM AND PREMISES.**

4.1 Lease Term. The Term of this Lease is set out on **APPENDIX 1**. If the Extended Term (defined in Paragraph 6.1) is exercised as permitted, then all references to the “Term” in this Lease will also include the period of time covered by the Extended Term.

4.2 Premises. The Premises are set out on **APPENDIX 1**.

4.3 Building Size. Landlord has the on-going right to increase the square footage of the Building and Tenant’s Proportionate Share shall be adjusted accordingly, should they choose to occupy the additional space.

4.4 Landlord’s Easement. Landlord retains an easement to itself and its successors and assigns, on, over, under and across the Premises for utilities, storm water drainage and any other similar land use or infrastructure feature, whether to the benefit of the of Premises or not.

4.5 Landlord’s Access to Roof. Landlord reserves the right to exclusive possession of the rooftop and Landlord may grant access to third parties to use the Building’s rooftop and may charge a fee to do so.

5. **RENT.**

5.1 Base Rental. Tenant agrees to pay to Landlord the Base Rental as set out on **APPENDIX 1**. The Base Rental will be prepaid monthly, on the first day of every month thereafter until the end of the Term. All payments due for any fractional month will be pro-rated. The amount set for Base Rental is fixed and will not be adjusted in the event a discrepancy is found in the actual square footage of the Premises. During the Extended Term, the Base Rental will increase as provided in Paragraph 6.1 below.

5.1.1 Additional Rent. As Additional Rent, Tenant agrees to pay to Landlord, on the same dates as payment of Base Rental, Utilities, Reception Services and Administration Support in the amounts set out on **APPENDIX 1**.

5.2 Security Deposit. Intentionally omitted

## 6. **EXTENDED TERM AND TENANT IMPROVEMENTS.**

6.1 Extended Term. If authorized on **APPENDIX 1**, and as long as Tenant is not in default, Tenant may extend the Term as set out on **APPENDIX 1**, at the Base Rental adjusted to then negotiated rates based on fair market values, provided, however, Tenant may extend only if Tenant gives written notice of such extension to Landlord no later than 90 days prior to the date on which the Term would otherwise expire.

6.2 Initial Tenant Improvements. Intentionally Omitted.

6.3 Future Tenant Improvements. Tenant may, during the Term, construct improvements to the Premises in accordance with plans and specifications approved in advance by Landlord to be completed at the sole cost of Tenant and made in accordance with all the conditions set out in Section 12. **Contact Landlord's Property Manager at (830) 426-3380 before conducting any work on the Premises.**

## 7. **COMMON AREA MAINTENANCE.**

7.1 Common Area. At no charge to Tenant, Landlord will maintain the Common Areas of the property on which the Premises is located including, but not limited to: roof maintenance and replacement (including keeping the roof free of leaks); landscape maintenance and replacement; parking lot maintenance and replacement; and all exterior lighting.

## 8. REPAIRS AND MAINTENANCE.

8.1 Landlord, at its own cost and expense, will maintain the structural soundness of the: (i) roof structure; (ii) foundation; (iii) concrete floors; (iv) interior structural columns; and (v) exterior and interior walls of the Building, in good repair, REASONABLE WEAR AND TEAR AND DAMAGE CAUSED BY TENANT, ITS EMPLOYEES, CONTRACTORS OR AGENTS EXCLUDED. The term “walls” will not include windows, glass or plate glass, any doors, special store fronts or office entries, and the term “foundation” will not include loading docks and the term “concrete floors” will not include floor coverings, such as vinyl or carpeting. Tenant will promptly give Landlord written notice of any known defect or need for repairs, after which Landlord will have reasonable opportunity to make the repairs or cure the defect.

8.2 Tenant shall, at its sole cost and expense, provide all custodial services for the Premises, including routine cleaning, sanitation, and waste removal. Tenant shall maintain the Premises in a clean, sanitary, and orderly condition at all times, consistent with comparable institutional facilities and subject to reasonable inspection by Landlord.

Tenant shall provide all cleaning supplies and equipment necessary to perform such services. Any damage to the Premises or Building resulting from Tenant’s custodial activities shall be the responsibility of Tenant.

If Tenant fails to maintain the Premises in accordance with this Section, Landlord may, upon reasonable notice, perform such services and invoice Tenant for the cost thereof, which shall be due as Additional Rent.

Tenant’s custodial responsibilities apply only to the Premises and not to Common Areas unless otherwise agreed in writing.

9. **PARKING.** Tenant will have the number of non-exclusive spaces set out on **APPENDIX 1**. No parking spaces will be designated for Tenant’s exclusive use, unless otherwise indicated by Landlord. Tenant and its employees, customers and licensees have the right to use, without fee, or charge the common parking area adjacent to the Building, as designated in writing by Landlord, subject to (i) all rules and regulations promulgated by Landlord, and (ii) rights of ingress and egress of other lessees or sublessees of Landlord. Landlord will not be responsible for enforcing Tenant’s parking rights against any third parties.

## 10. ALTERATIONS, TRADE FIXTURES AND RETURN CONDITION.

10.1 Approvals for Alterations. Tenant will not make any alterations, additions or improvements (“Alterations”) to the Premises that require permitting without the prior written approval of Landlord. Landlord’s approval will require the submission of a complete set of plans and specifications (“Submissions”). Tenant will be responsible for compliance with The Americans with Disabilities Act of 1990, as amended, within the Premises only. **As required by Texas law, Tenant will obtain a payment bond for all improvements over \$25,000 and a performance bond for all improvements over \$100,000, in form and content acceptable to Landlord before beginning the Alterations.** Tenant will, during the construction of any

Alterations, withhold a retainage equal to at least 10% of the cost of the Alterations until the expiration of 30 days following the completion thereof in order to protect the Premises and the Building against liens and encumbrances. All Alterations will be performed in compliance with all applicable governmental laws, regulations, codes, standards and any other requirements of Landlord and in a good and workmanlike manner so as not to damage or alter the primary structure or structural qualities of the Improvements or other improvements situated on the Premises.

10.2 Trade Fixtures. Tenant, at its own cost and expense, may erect shelves, bins, machinery and trade fixtures and special improvements necessary for its use as it desires, provided that: these items do not alter the basic character of the Premises or the Building; these items do not overload or damage same; these items may be removed without material injury to the Premises; and the construction, erection or installation thereof complies with all applicable governmental laws, ordinances and regulations.

10.3 Removal of Trade Fixtures/Return Condition of Premises. All shelves, bins, machinery, special improvements, trade fixtures and personal property installed by Tenant will be removed on or before the earlier to occur of the day of termination or expiration of this Lease or vacating of the Premises, at which time Tenant will restore the Premises to a useable condition, except for normal wear and tear; damage or destruction of the Premises or any part thereof which Landlord is required to repair or restore; and changes resulting from condemnation. The Tenant shall obtain approval from the Landlord regarding the process of removing trade fixtures.

**11. SIGNS.** Signs, including the size, location, design and content, will comply with the criteria provided by Landlord and will be subject to City code. Tenant may not place any other signs on the exterior of the Premises without Landlord's prior written approval. Tenant must apply for and receive a dig permit from Landlord prior to any digging or posting of signage. Tenant will, at Tenant's sole expense, repair, paint or replace the Building fascia surface to which its signs are or become attached upon Tenant's vacating the Premises or upon the removal or alteration of its signage. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises must conform in all respects to the criteria established by Landlord. Tenant will not, without Landlord's prior written consent: make any changes to the exterior of the Premises, such as painting; install any exterior lights, decorations, flags, or banners; or erect or install any signs, windows or door lettering, placards, decorations or advertising media of any type that can be viewed from the exterior of the Premises.

## **12. UTILITIES.**

12.1 Tenant's Share of Utility Charge. As Additional Rent, Tenant agrees to pay to Landlord, on the same dates as payment of Base Rental, an amount for utility charges in the amount set out on **APPENDIX 1.**

12.2 Interruption of Utility Service. Tenant has no rights or claims as a result of any failure, except that if the Premises are rendered unusable by Tenant in whole, or in substantial part, by reason of a material interruption in the supply of any utility service, which continues for more than 48 hours after written notice to Landlord by Tenant, rent will abate with respect to the portion of the Premises so affected from the end of the 48 hour period until the utility service is restored,

unless the interruption is caused by the act or omission of Tenant, its employees, agents, contractors, invitees or acts of God or failure caused by the third party utility provider, in which event rent will not abate.

12.3 Utilities Exclusive to Landlord. All utility providers, including, but not limited to, water, chilled water, sanitary sewer, electricity, gas, telephone (except long distance, Internet access and cell phones), cable television and all future technologies related to the delivery of those utilities, will be only those chosen by Landlord and Tenant has no right to contract with or otherwise engage anyone to provide these utilities.

12.4 Telephone Services. Local exchange carriers such as AT&T and Spectrum provide dial tone and data service to the Building. Any communications service above standard voice-grade service, such as standard business lines, dial-up modem lines or single channel ISDN, may entail an additional cost to the Tenant. Tenant may contact Landlord's Property Manager for information on obtaining special services, such as T-1 service and dedicated data circuits, prior to entering into any contracts or agreements to obtain such service with local exchange carriers or other third-party providers. Tenant is responsible for installation of communication lines and systems to Tenant's desktops.

### **13. INSURANCE.**

#### 13.1 Landlord's Insurance.

(A) Property Insurance. Landlord will maintain "All-Risk" (broad form) insurance coverage for the full replacement cost of the Building (including the Premises) ("Landlord's Property Insurance"), but excluding Tenant's trade fixtures, equipment, inventory and personal property located therein (even that personal property owned by Landlord and leased or supplied to Tenant).

13.2 Tenant's Insurance. During the Term of this Lease, Tenant, at its expense, will maintain in effect:

(A) A policy of commercial general liability insurance, on an "occurrence basis," covering against all claims on account of death, bodily injury, personal injury and property damage, occurring in connection with Tenant's use or occupancy of the Premises with policy limits as set out on **APPENDIX 1** ("Tenant's Liability Insurance").

(B) Workers' compensation or similar insurance affording not less than statutory coverage and providing not less than statutory limits of benefits ("Tenant's Workers' Compensation Insurance"); and

(C) "All-Risk" (broad form) insurance covering Tenant's furniture, trade fixtures, equipment, inventory and personal property located in, on or about the Premises (including that which is provided by Government or leased from Landlord) in an amount satisfactory to Tenant ("Tenant's Property Insurance"), provided, however, that Tenant may provide for this coverage through self-insurance.

13.3 Landlord as Additional Insured. Tenant's Liability Insurance will name Landlord as an additional insured. Such insurance will be issued by an insurance company which is reasonably acceptable to the Landlord and will not be canceled or materially changed unless 30 days prior written notice has been given to Landlord. Within 20 days of the Lease Date, Tenant will provide Landlord with a copy of Tenant's Liability Insurance policy and the additional insured endorsement thereto.

13.4 Prohibited Uses. Tenant will not permit the Premises to be used for any purpose or in any manner not permitted by this Lease that would: void the insurance thereon; increase by any material amount the insurance risk or cost thereof unless Tenant makes the payment required pursuant to the last sentence of this Paragraph 3.4; or cause the disallowance of any sprinkler credits; including without limitation, use of the Premises for the receipt, storage, handling or use of any product, material or merchandise that is explosive or highly inflammable, except as used by Tenant in the ordinary course of its business and in accordance with all applicable state and federal law.

#### **14. FIRE AND CASUALTY DAMAGE.**

14.1 Damage or Destruction. If 50% or less of the Premises is damaged by any peril covered by Landlord's Property Insurance maintained by Landlord under Paragraph 13.1, then this Lease will not terminate and Landlord will receive the proceeds from Landlord's Property Insurance and will use those proceeds to substantially restore the Premises to its previous condition, except that Landlord will not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been constructed, erected or installed in or about the Premises for the benefit of, by or for Tenant except for those constructed as initial tenant improvements. The rent will be abated on only the part of the Premises damaged beyond Tenant's then use in accordance with this Lease and only so long as the damage was not caused by the acts or omissions of Tenant, its agents or invitees. If the damaged part of the Premises cannot be repaired within 180 days or if more than 50% of the Premises then in use by Tenant is damaged, then either Landlord or Tenant may terminate this Lease.

14.2 Lienholders' Rights in Proceeds. Notwithstanding anything herein to the contrary, if the damaged Premises cannot be restored within 12 months and, if the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or this Lease requires that Landlord's Property Insurance proceeds be applied to such indebtedness, then Landlord has the right to: (i) use other resources to rebuild the Premises as set out in Paragraph 14.1; or (ii) terminate this Lease by delivering 30 days written notice of termination to Tenant.

#### **15. LIABILITY AND INDEMNIFICATION.**

15.1 Tenant's Indemnification of Landlord, et al. Intentionally omitted

15.2 Limits on Liability of Landlord, et al. **Neither Landlord, nor its board of directors, agents, employees, officers or representatives, individually and collectively ("Landlord, Et Al") will be liable in any event for personal injury or loss of Tenant's**

property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other occurrences. Tenant will give prompt notice to Landlord of any significant accidents involving injury to persons or property. Furthermore, Landlord, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or from the public areas of the Building, regardless of whether such loss occurs when the area is locked against entry. Landlord, Et Al will not be liable to Tenant or Tenant's employees, customers or invitees for any damages or losses to persons or property caused by any sublessee or their agents or invitees anywhere on the Premises or in the Building, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Tenant will give Landlord prompt notice of any criminal conduct it actually observes within or about the Premises, or any personal injury or property damage caused thereby. Landlord may, but is not obligated to, enter into agreements with third parties for the provision, monitoring, maintenance and repair of any courtesy patrols or similar services or fire protective systems and equipment and, to the extent these are obtained at Landlord's sole discretion, Landlord, Et Al, will not be liable to Tenant for any damages, costs or expenses which occur for any reason in the event any such system or equipment is not properly installed, monitored or maintained or any such services are not properly provided. Landlord will use reasonable diligence in the maintenance of existing lighting, if any, in the parking areas servicing the Premises, and Landlord will not be responsible for additional lighting or any security measures in the Premises, the Building or the parking areas.

**16. PERMITTED USE.** The Premises will be used for the purpose set out on **APPENDIX 1** and for no other use or purpose without the prior written consent of Landlord, which may be withheld for any reason. Tenant will comply with all governmental laws, ordinances and regulations and will promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Premises, all at Tenant's sole expense. Tenant will not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb, unreasonably interfere with or endanger Landlord or any other lessees or sublessees anywhere in the Building.

**17. HAZARDOUS WASTE AND ENVIRONMENTAL LAW VIOLATIONS.**

17.1 Definitions. The term "Hazardous Substances," as used in this Lease, means pollutants, contaminants, pesticides, toxic or hazardous wastes, radioactive materials or any other substances, the use or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law(s)," which term means any federal, state or local statute, ordinance, regulation or other law of a governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Substances.

17.2 Tenant's Activities Related to Hazardous Waste. Tenant agrees that:

(A) No activity will be conducted on the Premises that will produce any Hazardous Substances, except for activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities"), provided that the Permitted Activities are conducted in

accordance with all Environmental Laws and timely written notice of compliance is provided to Landlord. Tenant is responsible for obtaining any required permits or authorizations and paying any fees and providing any testing required by any governmental agency and Tenant will provide Landlord with copies of all permits, authorization, notices of non-compliance and administrative actions;

(B) The Premises will not be used in any manner for the storage of any Hazardous Substances, except for the temporary storage of materials required to conduct Permitted Activities (“Permitted Materials”) provided that the Permitted Materials are properly stored in a manner and location meeting the requirements of all Environmental Laws. Tenant is responsible for obtaining any required permits or authorizations and paying any fees and providing any testing required by any governmental agency, and Tenant must provide Landlord, upon request, documentation as reasonably required to satisfy Landlord of Tenant’s compliance;

(C) Except for the Permitted Materials, Tenant will not permit any Hazardous Substances to be brought onto the Premises, and if so brought, they will be immediately removed, properly disposed of and, if spilled, all required clean-up procedures will be diligently undertaken by Tenant in accordance with all Environmental Laws and at Tenant’s cost. Tenant will also develop Hazardous Substances management and spill response plans.

17.3 Inspection and Correction. Landlord and its agents and representatives have the right, but not the obligation, to enter the Premises upon notice for the purpose of inspecting the storage, use and disposal of any Permitted Materials or for any other reason to ensure compliance with all Environmental Laws. If it is determined, in Landlord’s sole opinion, after review of applicable environmental laws and receipt of opinion from legal counsel or other qualified expert, that any Permitted Materials are being improperly stored, used or disposed of, then Tenant will make timely and appropriate corrective action as reasonably requested by Landlord. If Tenant fails to begin corrective action within 24 hours, Landlord may report the violation to the Texas Commission on Environmental Quality or perform any work as Landlord deems necessary to correct the situation or both and Tenant will reimburse Landlord, on demand, for any and all costs associated with any work that is necessary to bring the Premises into compliance with Environmental Laws. If at any time during or after the Term of this Lease, the Premises are found to have been contaminated by Tenant or any of its agents or invitees with Hazardous Substances, Tenant will diligently institute clean-up procedures in accordance with the applicable requirements of governmental authorities, at Tenant’s sole cost.

## **18. RIGHT OF ENTRY AND CLOSEOUT INSPECTION.**

18.1 Right of Entry. Landlord’s agents and representatives have the right to enter the Premises at any reasonable time during business hours, with notice (or at any time in case of emergency): to inspect the Premises for any reason; to maintain, repair, connect, extend, and modify utilities; to make any other repairs as may be required or permitted pursuant to this Lease; and during the last 6 months of the Term, for the purpose of showing the Premises and to install signs stating the Premises are available for lease.

18.2 Closeout Inspection. Tenant will notify Landlord in writing at least 90 days prior to vacating the Premises and Tenant will arrange to meet with Landlord for a joint operational close-out inspection by Landlord's property manager and, if required by Landlord, an environmental due diligence report to be paid for by Tenant. Tenant will pay to close-out all of Tenant's regulatory permits. If Tenant fails to give notice or to arrange for inspection, then Landlord's close-out inspection of the Premises will be deemed correct for the purpose of determining Tenant's responsibility for repairs and restoration of the Premises, and Tenant's liability for environmental contamination.

## **19. ASSIGNMENT AND SUBLETTING.**

19.1 Approval Required. Tenant will not have the right to sublet the Premises, assign or otherwise transfer or encumber this Lease, or any interest in this Lease, without the prior written consent of Landlord. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this Section 19 will be void.

**20. CONDEMNATION.** If 50% or more of the Premises are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, and the taking prevents or materially interferes with the use of the remainder of the Premises for the purpose for which they were leased to Tenant, then this Lease will terminate and the rent will be abated during the unexpired portion of this Lease, effective on the date of taking. If less than 50% of the Premises are taken for any public or quasi-public use under any governmental laws, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, or if the taking does not prevent or materially interfere with the use of the remainder of the Premises for the purpose for which they were leased to Tenant, then this Lease will not terminate, but the rent payable during the unexpired portion of this Lease will be reduced to the extent as may be fair and reasonable under the circumstances. All compensation awarded in connection with or as a result of any of the foregoing proceedings will be the property of Landlord, and Tenant hereby assigns any interest in any award to Landlord; except Landlord will have no interest in any award made to Tenant for the loss of business or goodwill or for the taking of Tenant's trade fixtures and personal property or for relocation expense, whether or not a separate award for such items is made to Tenant. If the condemnation procedures of the relevant jurisdiction do not permit separate claims by landlords and tenants, Landlord's award will be equitably divided between Landlord and Tenant to compensate Tenant for lost tenant improvements installed by Tenant (not including Initial Tenant Improvements), business disruption, and the cost of moving Tenant's business and goods to an alternate location.

**21. HOLDING OVER.** At the termination of this Lease by its expiration or otherwise, Tenant will immediately deliver possession of the Premises to Landlord with all repairs and maintenance required in this Lease to be performed by Tenant completed. If, for any reason, Tenant retains possession of the Premises after the expiration or termination of this Lease, or unless the parties hereto otherwise agree in writing, Tenant's possession will be deemed to be a tenancy at will only, and all of the other terms and provisions of this Lease will be applicable during this hold-over period, except that Tenant will pay Landlord from time to time, upon demand, as rental an amount equal to 150% of the Base Rental, this amount computed on a daily basis for each day of such period. No holding over by Tenant, whether with or without consent of Landlord, will operate to

extend this Lease except as otherwise expressly provided. The preceding provisions of this Section 21 will not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

**22. QUIET ENJOYMENT.** Upon payment by Tenant of the Base Rental and all other sums due hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant will peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person lawfully or equitably claiming by, through or under Landlord.

**23. EVENTS OF DEFAULT.** Each of the following events ("Event of Default") will be deemed to be a default in or breach of Tenant's obligations under this Lease:

23.1 Failure to Pay. If Tenant fails to pay any installment of the rent required herein when due, or any other payment or reimbursement to Landlord required in this Lease when due, and Tenant's failure continues for a period of 10-days after the date of written notice from Landlord, except Tenant is entitled to only two 10-day notices per each 12-month period, after which failure to pay is an immediate default.

23.2 Vacation or Abandonment. If Tenant vacates or abandons all or a substantial portion of the Premises for more than 6 months whether or not Tenant is in default of the rental payments due under this Lease.

23.3 Liens on Premises. If Tenant fails to discharge any lien placed upon the Premises in violation of Sections 27 and 28 hereof within 30 days after any such lien or encumbrance is filed against the Premises.

23.4 All Other Lease Violations. If Tenant fails to comply with any term, provision or covenant of this Lease (other than those listed above in this Section 23) and has not cured such failure within 30 days after the date of written notice from Landlord. If, however, the time required to return to compliance exceeds the 30-day period, Tenant will not be in default if Tenant, within the 30-day period, begins the actions necessary to bring it into compliance with this Lease in accordance with a compliance schedule submitted to, and accepted by Landlord.

23.5 Chronic Violations. If Tenant fails more than twice within any 12-month period to observe or perform any covenant, condition or agreement of this Lease (including without limitation, the payment of rent), regardless of whether such defaults have been cured by Tenant, any subsequent default will at the election of Landlord, in its sole and absolute discretion, be deemed a non-curable Event of Default.

23.6 Falsification of Information. If Tenant or any agent of Tenant intentionally falsifies any report or misrepresents other material information required to be furnished to Landlord pursuant to this Lease.

23.7 Tenant's or Guarantor's Dissolution or Liquidation. The commencement of steps or proceedings toward the dissolution, winding up or other termination of the existence of the

Tenant or of any guarantor of Tenant's obligations, or toward the liquidation of either of their respective assets.

23.8 Bankruptcy. The commencement of a case under any chapter of the Federal Bankruptcy Code by or against Tenant or any guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within 60 days after the date of its filing.

23.9 Assignment or Attachment. The making of an assignment by Tenant or any guarantor of Tenant's Lease obligations for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease passes to another by operation of law, including without limitation, by attachment, execution or similar legal process, which is not discharged or vacated with 60 days.

23.10 Appointment of Receiver or Trustee. The appointment of a receiver or trustee for the business or property of Tenant or any guarantor of Tenant's Lease obligations, unless such appointment is vacated within 30 days of its entry.

## **24. REMEDIES UPON DEFAULT.**

24.1 Right to Terminate or Repossess. Upon each occurrence of an Event of Default, Landlord has the option to pursue any one or more of the following remedies without any additional notice or demand:

(A) Terminate this Lease;

(B) Make payments or take actions to fulfill whatever Tenant is obligated to pay or perform under the terms of this Lease to third parties, and Tenant agrees that Landlord will not be liable for any damages resulting to Tenant from such actions;

(C) And in the event that Landlord elects to terminate or repossess, Tenant will immediately vacate the Premises, and if Tenant fails to do so, Landlord, without waiving any other remedy it may have, may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim of damages therefore. Landlord may change the locks for any Event of Default.

24.2 Damages Upon Termination. If Landlord terminates this Lease pursuant to Paragraph 24.1, Tenant will be liable for and will pay to Landlord the sum of all rental and other payments owed to Landlord under this Lease accrued to the date of termination.

24.3 Late Charge. In the event Tenant fails to make any payment due under this Lease within 5 days after such payment is due, including, without limitation, any rental payment, in order

to help defray the additional cost to Landlord for processing late payments and not as interest, Tenant will pay to Landlord on demand a late charge in an amount equal to 5% of such payment. The late charge will be in addition to all of Landlord's other rights and remedies under this Lease or at law and will not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

24.4 Interest on Past Due Amounts. If Tenant fails to pay to Landlord when due any sum under any provision of this Lease and Tenant's failure to pay continues for 10 days after the due date, then Tenant will pay to Landlord interest on the overdue amounts from the date due until paid at an annual rate which equals the lesser of 8% or the highest rate then permitted by law.

24.5 No Implied Acceptances or Waivers. Exercise by Landlord of any one or more remedies hereunder or otherwise available will not be deemed to be an acceptance by Landlord of Tenant's surrender of the Premises, it being understood that Tenant's surrender can be effected only by the written agreement of Landlord. Tenant and Landlord further agree that forbearance by Landlord to enforce any of its rights under this Lease or at law or in equity will not be a waiver of Landlord's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. Pursuit of any remedies provided in this Section 24 will not preclude the pursuit of any other remedy provided under this Lease or any other remedies provided by law, nor will pursuit of any remedy provided under this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of any rent following an Event of Default under this Lease will not be construed as Landlord's waiver of the Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease will be deemed or construed to constitute a waiver of any other violation or default.

24.6 Reletting of Premises. In the event of any termination of this Lease and/or repossession of the Premises due to an Event of Default, Landlord will use reasonable efforts to re-let the Premises and to collect rental after reletting, with no obligation to accept any lessee that Landlord deems undesirable or to expend any funds in connection with reletting or collection of rents therefrom.

24.7 Landlord's Default. If Landlord fails to perform any of its obligations under this Lease Tenant's exclusive remedy will be an action for damages, but only after Tenant has given Landlord 30 days written notice and unless and until Landlord fails to cure the default, Tenant will not have any remedy or cause of action by reason thereof. All obligations of Landlord under this Lease will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Premises and not thereafter. The term "Landlord" will mean only the party identified in on **APPENDIX 1** and only until Landlord transfers its interest in the Premises, after which Landlord will be released and discharged from all covenants and obligations of Landlord thereafter accruing. Notwithstanding any other provision of this Lease, Landlord will not have any personal liability under this Lease and Tenant agrees to look solely to the equity or interest, (including rents), then owned by Landlord in the Premises or the Building. In no event will any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord's directors, employees or agents.

24.8 Tenant's Personal Property. If Landlord repossesses the Premises, or if Tenant vacates or abandons all or any part of the Premises for more than 6 months, then Tenant will remove its personal property from the Premises and if Tenant does not remove its personal property within 30 days of Landlord's demand then, in addition to Landlord's rights under this Section 24, Landlord has the right to (i) keep in place and use, or (ii) remove and store, all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, at all times prior to repossession by any lessor thereof or third party having a lien thereon. Landlord may dispose of the stored property if Tenant does not claim the property within 10 days after the date the property is stored. Landlord will give Tenant at least 10 days prior written notice of the intended disposition. Landlord will also have the right to relinquish possession of all or any portion of Tenant's furniture, fixtures, equipment and other property to any person ("Claimant") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of Tenant's furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity or legality of said instrument. The rights of Landlord stated in this Paragraph 24.8 are in addition to any and all other rights that Landlord has or may hereafter have at law or in equity, and Tenant stipulates and agrees that the rights granted Landlord under this paragraph are commercially reasonable.

**25. MORTGAGES.** Tenant may not encumber its leasehold interest whether by mortgage or otherwise without obtaining Landlord's prior written consent. Tenant agrees that this Lease will be subordinate to any ground lease or underlying lease, first-lien mortgage or deed of trust or other first or second lien covering the Premises, upon and subject to the following terms and conditions. Tenant's subordination is conditioned on execution and delivery to Tenant by each lessor under a ground lease or underlying lease, each mortgagee, lien holder and beneficiary of a first- or second-lien deed of trust by whom subordination is requested, of a nondisturbance agreement reasonably acceptable to Tenant. With respect to any lessor, mortgagee, etc., whose interest is in existence prior to the beginning of the Term, Landlord agrees, upon written request of Tenant, to obtain a nondisturbance agreement within 30 days of the execution of this Lease. The nondisturbance agreement will be in recordable form and will recognize Tenant's rights under this Lease in the event Landlord's interest is terminated while this Lease is in effect. The nondisturbance agreement will include a provision to the effect that in the event of a termination of the ground or underlying lease or foreclosure of the mortgage, deed of trust or other lien in favor of the secured party, or upon a sale of the property encumbered thereby pursuant to the trustee's power of sale, or upon a transfer of the Premises by deed in lieu of foreclosure, then for so long as Tenant is not in material default under the terms, covenants and conditions of this Lease, this Lease will continue in full force and effect as a direct lease between the owner or succeeding owner of the Premises, as landlord, and Tenant for the balance of the Term, upon and subject to all of the terms, covenants and conditions of this Lease. The nondisturbance agreement will not in any event include any terms that are inconsistent with the terms of this Lease or that adversely affect Tenant's rights, or increase Tenant's obligations, under this Lease. Tenant will not pursue any remedy available to Tenant under this Lease for any default on the part of Landlord without first giving written notice by certified or registered mail, return receipt requested, to any mortgagee, trustee or holder of any mortgage or deed of trust, the name and

post office address of which Tenant has received written notice, specifying the default in reasonable detail and affording the mortgagee, trustee or holder a reasonable opportunity (not less than 30 days) to make performance, at its election, for and on behalf of Landlord.

**26. MECHANIC'S LIENS.** The Premises are publicly owned property and are not subject to mechanic's and materialmen's liens under Texas law. Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises. Tenant will indemnify, save and hold the Landlord, together with its board of directors, agents, employees, officers and representatives, individually and collectively, harmless from any and all loss, cost or expense, including without limitation attorney's fees, based on or arising out of asserted claims or liens created or to the extent caused by Tenant against the leasehold estate or against the right, title and interest of Landlord in the Premises or under the terms of this Lease.

**27. MISCELLANEOUS.**

27.1 Consent by Landlord/Tenant. Whenever in this Lease, Landlord's or Tenant's consent, permission or approval is required and has been properly requested, such consent, permission or approval will not be unreasonably withheld, delayed or conditioned, unless such right has been specifically reserved elsewhere in this Lease.

27.2. Interpretation. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

27.3 Binding Effect. Except as otherwise expressly provided in this Lease, the terms, provisions and covenants and conditions in this Lease apply to, inure to the benefit of and are binding upon the parties hereto and upon their respective successors and assigns. Landlord has the right to transfer and assign, in whole or in part, its rights and obligations in the Premises and in the Buildings and other property that are the subject of this Lease.

27.4 Evidence of Authority. Tenant represents, covenants and warrants to Landlord that (i) it is a duly formed entity in accordance with the applicable requirements of the jurisdiction in which it has been formed and, if such jurisdiction is other than the jurisdiction in which the Premises is located it is duly qualified in such jurisdiction to transact business, (ii) it has the full right, power and authority to enter into this Lease, (iii) any and all corporate or other such action necessary to approve and ratify the entering into of this Lease by Tenant has been taken (and Tenant agrees to provide evidence thereof to Landlord upon Landlord's request) and (iv) the person executing this Lease on behalf of Tenant has been empowered with all necessary authority to do so and thereby to bind Tenant fully to all of the terms and conditions hereof.

27.5 Force Majeure. Neither the Landlord nor Tenant, together with their respective agents, employees, officers and representatives, individually and collectively, will be held responsible for delays in the performance of its obligations under this Lease (except for Base Rental and Additional Rent and other payments owed by Tenant to Landlord) when caused by

material shortages, acts of God, labor disputes or other events beyond the control of Landlord or Tenant, as the case may be.

27.6 Payments Constitute Rent. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, will constitute rent.

27.7 Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained in this Lease, and any prior agreements, promises, negotiations or representations not expressly set forth in this Lease are of no force or effect. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, TENANT HEREBY WAIVES THE BENEFIT OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR ANY PARTICULAR PURPOSE. THE PREMISES ARE HEREBY PROVIDED TO TENANT AND TENANT HEREBY ACCEPTS THE PREMISES AS-IS, WHERE-IS. Landlord's agents and employees do not and will not have authority to make oral exceptions, changes, or amendments to this Lease, or factual representations not expressly contained in this Lease. Under no circumstances will Landlord or Tenant be considered an agent of the other. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

27.8 Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease will survive the expiration or earlier termination of the Term hereof, including, without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition and repair of the Premises for a period of 4 years following the expiration or the termination of the Lease. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant will either repair or will pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded as required of Tenant by Section 10. Tenant will also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for taxes and insurance premiums for the year in which this Lease expires or terminates. These amounts will be used by Landlord for payment of Tenant's obligations, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be promptly returned to Tenant after all of Tenant's obligations have been determined and satisfied, as the case may be.

27.9 Severability of Terms. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then, in such event, it is the intention of the parties hereto that the remainder of this Lease will not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is determined to be illegal, invalid or unenforceable, there be added, as a part of

this Lease, a clause or provision as similar in terms to the illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27.10 Effective Date. All references in this Lease to “the date hereof” or similar references refer to the Lease Date.

27.11 Broker’s Commission. Tenant represents and warrants that it has dealt with and will deal with no broker, agent or other person in connection with this Lease or extensions or amendments to this Lease other than the Tenant broker set out on **APPENDIX 1**, and that no other broker, agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord, together with its board of directors, agents, employees, officers and representatives, individually and collectively, harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Landlord has not used the services of a broker in connection with this Lease unless set out in **APPENDIX 1**. Notwithstanding the foregoing, the brokers set out in **APPENDIX 1** are to be paid a commission by the Landlord per a separate agreement.

27.12 Ambiguity. Landlord and Tenant hereby agree and acknowledge that this Lease has been fully reviewed and negotiated by Landlord and Tenant and their respective legal counsel and, accordingly, in the event of any ambiguity in this Lease, Tenant waives the rule of construction that the ambiguity will be resolved against the party who prepared this Lease.

27.13 Joint and Several Liability. If the “Tenant” is comprised of more than one person, the obligations thereunder imposed upon Tenant will be joint and several. If there is a guarantor of Tenant’s obligations, the obligations in this Lease imposed upon Tenant will be joint and several obligations of Tenant and the guarantor, and Landlord need not first proceed against Tenant before proceeding against the guarantor, nor will the guarantor be released from its guaranty for any reason whatsoever, including, without limitation, in case of any amendments hereto, waivers hereof or failure to give the guarantor any notices under this Lease.

27.14 Third Party Rights. Nothing herein expressed or implied is intended, nor will be construed, to confer upon or give to any person or entity, other than Landlord and Tenant, together with their respective agents, employees, officers and representatives, individually and collectively, any right or remedy under or by reason of this Lease.

27.15 Exhibits and Attachments. All exhibits, attachments, riders and addenda referred to in this Lease, are incorporated into this Lease and made a part hereof for all intents and purposes as if fully set out in this Lease. All capitalized terms used in such documents will, unless otherwise defined therein, have the same meanings as are set forth in this Lease.

27.16 Applicable Law/Venue. This Lease has been executed in Hondo, Texas, and will be governed in all respects by the laws of the State of Texas. Venue for any action brought under this Lease will be in Medina County, Texas, and nowhere else. It is the intent of Landlord and Tenant to conform strictly to all applicable state and federal usury laws. All agreements between Landlord and Tenant, whether now existing or hereafter arising and whether written or

oral, are hereby expressly limited so that in no contingency or event whatsoever will the amount contracted for, charged or received by Landlord for the use, forbearance or retention of money hereunder or otherwise exceed the maximum amount which Landlord is legally entitled to contract for, charge or collect under the applicable state or federal law. If, from any circumstance whatsoever, fulfillment of any provision hereof would result in exceeding the legal maximum, then the obligation to be fulfilled will be automatically reduced to the legal maximum and, if from any circumstance, Landlord ever receives as interest or otherwise an amount in excess of the legal maximum, then that amount that would be excessive interest will be applied to the reduction of rent under this Lease and, if that amount that would be excessive interest exceeds the rent due, then that additional amount will be refunded to Tenant.

27.17 Time of Essence. Time is of the essence with respect to all of the rights and obligations of Tenant hereunder including, without limitation, Tenant's option rights contained in Paragraph 6.1 hereof if any.

27.18 Recording. At the request of either party, the parties will execute in recordable form a memorandum of this Lease for the purpose of giving notice to third parties of the existence of this Lease, the identity of the Premises, and the length of the Term and Extended Term. Either party may record a memorandum (but not the whole Lease) for the purpose of giving such notice.

27.19 Payment on Demand. Whenever used in this Lease, the phrase "payment on demand" means within 30 days of receipt of a bona fide and reasonably documented invoice.

29.20 Days. Whenever used in this Lease, the term "days" means calendar days.

27.21 Attorney's Fees/Legal Documents. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation will be entitled to reasonable attorney's fees to be fixed by the court in such action or proceeding.

27.22 General Terms. As used in this Lease, the terms "herein," "herewith," and "hereof" are references to this Lease, taken as a whole, the term "includes" or "including" means "including, without limitation," and references to a "Section," "subsection," "Paragraph," "subparagraph," or "Appendix" means a Section, subsection, Paragraph, subparagraph or Appendix of this Lease, as the case may be, unless in any such case the context requires otherwise. All references to Landlord or Tenant include their successors and permitted assigns. All references to a given agreement, instrument or other document will be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a Law includes any amendment or modification thereof. The singular includes the plural and the masculine includes the feminine and neuter, and vice versa.

27.23 Financial Statements. At any time (but not more often than once in any 12 month period and/or whenever Tenant fails to timely pay rent and Landlord has sent a notice letter and/or whenever Tenant is in default) and within 30 days of written request of Landlord, Tenant

will deliver to Landlord Tenant’s financial statements dated not more than 60 days prior to the date of such request, plus Tenant’s annual fiscal year-end financial statements (with the accompanying external CPA report) for the immediately preceding fiscal year. “Financial statements” means income statement, balance sheet, statement of cash flows, any accompanying notes and federal and state tax returns.

**28. NOTICES.** Procedure for Notices. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivering of any notice or the making of any payment by Tenant to Landlord will be deemed to be complied with when and if the following steps are taken:

(A) All rent and other payments required to be made by Tenant to Landlord under this Lease will be payable to Landlord at the address for Landlord set forth on **APPENDIX 1** or at any other address as Landlord may specify from time to time by written notice delivered in accordance with this Section 28. Tenant’s obligation to pay rent and any other amounts to Landlord under the terms of this Lease will not be deemed satisfied until the rent and other amounts have been actually received (as opposed to deemed received as under Paragraph 28 (C) below) by Landlord.

(B) All payments required to be made by Landlord to Tenant under this Lease will be payable to Tenant at the address set forth on **APPENDIX 1**, or at any other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance with this Section 28.

(C) Except as expressly provided elsewhere in this Lease, any written notice, document or payment required or permitted to be delivered under this Lease will be deemed to be delivered when received or, whether actually received or not, when deposited with Federal Express or 3 days after being mailed in the United States mail, postage prepaid, certified or registered mail, return receipt requested addressed as shown on **APPENDIX 1**.

**29. RULES AND REGULATIONS.** Tenant will abide by Landlord’s Rules and Regulations for the Building, as set out on **APPENDIX B**.

**DATED** as of the date shown in **APPENDIX 1**.

<b>LANDLORD:</b>  CITY OF HONDO	<b>TENANT:</b>  SOUTHWEST TEXAS COLLEGE
---------------------------------------	---

By: \_\_\_\_\_  
John Naron, City Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## APPENDIX A

### PREMISES

South Texas Regional Training Center (STRTC) and Annex is located at 402 Carter, Hondo, Texas 78861, and the Premises is described and/or shown, as follows:

*[Map/Floor Plan to be provided.]*



## APPENDIX A

## APPENDIX B

### RULES AND REGULATIONS

The following rules and regulations will apply, where applicable, to the Property:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas will not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the premises and for going from one to another part of the Property.

2. Plumbing, fixtures and appliances will be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material will be thrown or placed therein. Damage resulting to fixtures or appliances from misuse by a tenant or such tenant's agents, employees or invitees will be paid by the tenant and Landlord will not in any case be responsible therefore.

3. No signs, advertisements or notices will be painted or affixed on or to any windows or doors or other exterior part of the Property (or be visible from any public or common area) unless their color, size, style and location are first approved in writing by Landlord. Landlord, at tenant's sole cost and expense, will install all letters or numerals by or on doors in tenant's leased premises that are in building standard graphics. No nails, hooks or screws will be driven or inserted in any part of the Building outside the premises except by the Building maintenance personnel nor will any part of the Building be defaced by tenants. No curtains or other window treatments will be placed between the glass and the Building standard window treatments.

4. Landlord will provide and maintain an alphabetical directory board for all tenants in the first floor (main lobby) of the Building and no other directory will be permitted without the prior, written consent of Landlord.

5. Two keys to the locks on the doors entering each tenant's Leased Premises will be furnished by Landlord free of charge, with any additional keys to be furnished by Landlord to each tenant, at tenant's cost. Landlord will provide all locks for other doors in each tenant's leased premises, at the cost of such tenant, and no tenant will place any additional lock or locks on any door in or to its leased premises without Landlord's prior written consent. All such keys will remain the property of Landlord.

6. With respect to work being performed by tenants in any leased premises with the approval of Landlord, tenants will refer all contractors, contractors' representatives and installation technicians to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision will apply to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials shall be coordinated with the Landlord. The tenants are to assume all risks of damage to articles moved and injury to persons, including but not limited to, equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for a tenant from time of entering the property to completion of work. Landlord will not be liable for acts of any person engaged in, or any damage or loss to any property or persons resulting from, any act in connection with the service performed for a tenant. Tenant agrees to coordinate with Landlord's staff before services begin for Tenant.

8. Landlord has the right to prescribe the weight and position of safes and other heavy equipment or items, which will in all cases, stand on supporting devices approved by Landlord in order to distribute weight. All damage done to the Building by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, will be repaired at the expense of the tenant. Tenant will bear all costs incurred by Landlord or Tenant in determining the feasibility or actual installation of any heavy equipment.

9. A tenant will notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building and the moving will be done under the supervision of the Building manager, after written permission from Landlord. Persons employed to move such property must be acceptable to Landlord.

10. Each tenant will cooperate with Landlord's employees in keeping its leased premises neat and clean.

11. Landlord will be in no way responsible to the tenants, their agents, employees or invitees for any loss of property from the leased premises or public areas or for any damages to any property thereon from any cause whatsoever.

12. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. will be delivered to any leased area except by persons appointed or approved by Landlord in writing.

13. If a tenant requires telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed. Except as provided in each tenant's lease, electric current will not be used for heating or nonstandard power requirements without Landlord's prior written consent.

14. Tenant will not make or permit any improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

15. Nothing will be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals will be brought into or kept in, on or about any tenant's leased premises.

16. No portion of any tenant's leased premises will at any time be used or occupied as sleeping or lodging quarters.

17. Each tenant and its agents, employees and invitees will park only in those areas designated by Landlord for parking by such tenant and will not park on any public or private streets contiguous to, surrounding or in the vicinity of the Building without Landlord's prior written consent.

18. Landlord will not be responsible for lost or stolen property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.