

EXHIBIT

"A"

LEASE AGREEMENT

1. DEFINITIONS AND BASIC PROVISIONS.

- a. "LANDLORD": **NORTHPARK AT OLD SETTLERS, LTD.**
Address: 2801 E. Old Settlers Boulevard
Round Rock, Texas 78664
- b. "TENANT": **CITY OF ROUND ROCK, TEXAS**
Address: 221 East Main Street
Round Rock, Texas 78664
- c. Tenant's Department Housed in Leased Premises:

City of Round Rock Fire Department
- d. Tenant's Address in Leased Premises:

2601 E. Old Settlers Boulevard, Building 100
Round Rock, Texas 78664
- e. "Premises": Approximately 6,600 square foot stand-alone building located at east end of property; legal description being AWO173 Donaho, W. Jr. Sur, 36.405 acres.
- f. "Term": Commencing on the "Commencement Date", as defined in Paragraph 3 hereof, and ending twelve (12) months thereafter unless earlier terminated by law or provisions of this Lease Agreement.
- g. Monthly Rent Payment : \$5,100.00 per month
- h. "Late Payment Charge": An amount equal to five percent (5%) of any Rent due hereunder shall be charged for all payments received after the fifteenth (15th) day after such sum is due.
- i. Use of Premises: Fire Department of the City of Round Rock, for administrative offices, for warehouse storage space, and for training of Fire Department personnel and employees, such training to include but not be limited to the following: simulated emergency conditions involving artificial smoke, breaking down doors to simulate gaining access, drills representing likely scenarios that might be encountered such as home rescues, roof forced entry, crawling and/or breaking through windows, moving through obscured corridors, and the like. Tenant specifically has the right to build and use training props in the building, and Tenant has the right to use fog machines to simulate fire rescue scenarios. Tenant acknowledges that only artificial smoke will be used, and that no real smoke or fire will be used inside or outside the premises.

2. GRANTING CLAUSE. For and in consideration of the mutual covenants and agreements set forth herein, Landlord leases to Tenant and Tenant hereby leases from Landlord, for the Rent and upon the terms and conditions herein, the Premises owned and/or constructed by Landlord at 2601 E. Old Settlers Boulevard, Building 100, Round Rock, Williamson County, Texas.
3. COMMENCEMENT DATE. The "Commencement Date" of this Lease shall be November 1, 2017.
4. USE AND OCCUPANCY. Tenant agrees to use and occupy the Premises for the general purposes set forth in Paragraph 1.1. hereof, with other non-similar uses to be allowed only with the express written consent of Landlord. Tenant agrees to use and maintain the Premises in a clean, careful, safe and proper manner, and to promptly observe and comply with all statutes, ordinances, and regulations of all governmental entities regarding the use and occupancy of the Premises. Tenant agrees to pay, on demand, for any damage to the Premises or to any other part of the Building adjudicated as being caused by any negligence or willful act or misuse or abuse by Tenant or its employees, agents or guests.
5. USE OF PARKING. Subject to any Rules and Regulations established by Landlord hereunder (see Paragraph 18), Tenant is hereby granted the non-exclusive license to permit its invitees, licensees, agents and employees to use the sidewalks and parking areas attendant to the building, and others as designated by Landlord from time to time.
6. ACCEPTANCE OF PREMISES AND BUILDING BY TENANT. After Tenant has an opportunity to review any of the Landlord's inspectors' reports, and after personal inspection by Tenant, the taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that Tenant accepts the Premises as suitable for the purposes for which the same are leased and that Landlord has fully complied with its obligations with respect to the Premises and the initial improvements, if any, to the Premises.
7. ALTERATIONS AND IMPROVEMENTS.
 - a. Except as expressly provided elsewhere herein, all alterations, improvements, additions, or remodeling of the Premises during the Term of this Lease shall be done at the expense of the Tenant and only with the express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. With the exception of Tenant's trade fixtures, all such alterations, improvements, additions or remodeling, whether made by Tenant or Landlord, shall become the property of Landlord at the time of their installation, unless otherwise expressly provided herein.
 - b. Not later than the last day of the Term, Tenant agrees, at Tenant's sole expense, to remove all of Tenant's property and remove all partitions, counters, railings, etc., which were installed by Tenant whose removal is specifically requested by Landlord

in writing, and Tenant shall repair all injuries done by or in connection with the installation or removal of such property. Upon move-out, Tenant agrees to return the Premises to the documented condition the Premises were in upon move-in, normal wear and tear excepted. Tenant specifically agrees to repair any damage to walls or ceilings from cleaning residue left from the use of artificial smoke, and any other damages not considered to be normal wear and tear.

8. LIENS. Tenant shall not permit any mechanic's, materialmen's, or other liens to be fixed or placed against the Premises, Building or Land, and agrees to immediately discharge any such lien which is purportedly fixed or placed against any of the foregoing on account of any work performed for or at request of Tenant.
9. UTILITIES AND SERVICES. Electrical power furnished to the Building is to be separately metered and Tenant expressly agrees to pay all charges for electricity used in and about the Premises before the same shall become delinquent. Water and wastewater charges and garbage collection fees shall be timely paid by Tenant.
10. ACCESS TO THE PREMISES. Tenant agrees to allow Landlord or its agents or representatives to enter into and upon any part of the Premises at any reasonable business hours to inspect same or to clean or make repairs, alterations, or additions thereto, as Landlord may deem necessary or desirable. Landlord, Landlord's agents, representatives or servicemen may enter the Premises by duplicate key or master key at any time in the event of emergency. Landlord shall further have the right to enter the Premises at any time, during reasonable hours, for ninety (90) days prior to the expiration of the Term for the purpose of showing the Premises to prospective Tenants, and will exercise reasonable precaution not to disturb Tenant's business.
11. REPAIRS.
 - a. Landlord shall keep in good order and be responsible for the maintenance and repair of the foundations, exterior walls and roof of the Premises; provided, however, that Tenant will pay or reimburse Landlord in full for all such repairs to the Premises occasioned through fault on the part of the Tenant, its officers, agents, and employees, guests, or business invitees, and such payment or reimbursement may be required in advance before repairs are made. Tenant agrees to request all repairs and services in writing to Landlord. Landlord shall act with due diligence in the making of repairs to the Premises, and rent shall not abate during such period unless such interruption lasts more than 24 hours, and shall not constitute constructive or partial eviction, unless such interruption lasts more than five (5) business days.
 - b. Tenant agrees to keep in good order and to be responsible for the repair and maintenance of the HVAC system in the Premises.
 - c. Tenant agrees not to commit or allow any waste or damage to be committed on any portion of the Premises, and at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good a condition as at date of possession by Tenant, ordinary wear and tear excepted, and upon such

termination of the Lease, Landlord shall have the right to re-enter and resume possession of the Premises.

12. INSURANCE AND INDEMNIFICATION. To the extent allowable by law, Tenant agrees to protect and hold Landlord harmless from and against any and all fines, suits, losses, costs, liability, claims, demands, actions and judgments or every kind and character, unless caused by Landlord's gross negligence or intentional misconduct, for injuries to persons or property arising out of the occupancy or operation of the Premises by Tenant. Tenant agrees to maintain, at its own expense, during the full term hereof, a policy of public liability and property damage insurance, in which policy Landlord and Tenant shall be named as co-insured, and to furnish to Landlord current certificates evidencing such insurance. Such policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) per injury, and not less than Three Million Dollars (\$3,000,000.00) per occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage. Landlord shall indemnify and hold Tenant and Tenant's agents harmless from and against any and all losses, claims, actions, demands, liens, costs, damages, expenses and liabilities whatsoever, unless caused by Tenant's negligence, including but not limited to attorney's fees and court costs, arising out of any claims of any person or persons on account of or by reason of the use or misuse of the parking area or any other common area, whether by Landlord or by any person or persons holding or using the area (other than the Premises), or any part thereof, under Landlord including, without limitation, Landlord's customers, invitees, agents, contractors, employees, servants, subtenants, assignees, licensees or concessionaires. Without limiting the generality of the foregoing, Landlord shall indemnify and hold Tenant harmless from and against any penalty, damage or charge incurred or imposed by reason of any violation of law, statute, ordinance or governmental rule, regulation or requirement now or hereafter in force, by Landlord or any person or persons holding under Landlord and from any cost, damage or expense arising out of the death of or injury to any person or persons holding under Landlord or using the area (other than the Premises), or any part thereof or any part of the parking area or any other common area under Landlord.
13. WAIVER OF SUBROGATION. Notwithstanding anything contained herein to the contrary, each party hereto hereby releases and waives all claims, rights of recovery, and causes of action that either such party or any other person or entity claiming by, through, or under such party, by subrogation or otherwise, may have against the other party for any and all loss of, or damage to, any of its premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Insofar as this Paragraph 16 will preclude the assignment of any claim by way of subrogation or otherwise to an insurance company, each party hereby agrees immediately to give to each such insurance company which has issued its policies of fire and extended coverage insurance, written notice of the terms of this waiver of subrogation and to cause such policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver of subrogation; provided, however, that this waiver shall be ineffective against any insurer of either party hereto to the extent that such waiver is prohibited by the laws and insurance regulations of the State of Texas.

14. CONDEMNATION AND LOSS OR DAMAGE. If the Premises or any part thereof shall be taken or condemned for any public purpose to such an extent as to render the remainder of the Premises, in the opinion of Landlord, not reasonably suitable for Tenant's occupancy, this Lease shall forthwith cease and terminate. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Landlord except that portion allocated to the Tenant. In addition, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or persons occasioned by theft, insurrection, war, court order, requisition or order of governmental body or authority, force majeure or any other cause beyond the control of Landlord.
15. LIMITATION OF LANDLORD'S PERSONAL LIABILITY.
- a. The provisions contained herein are not intended to, and shall not, limit any right that Tenant might have to (a) obtain injunctive relief against Landlord, or (b) any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.
 - b. No Personal Liability. Notwithstanding any provisions of this Lease to the contrary, Tenant's sole source of satisfaction for the payment of all obligations and liabilities of Landlord, of any kind whatsoever arising under or in connection with this Lease, shall be the assets of Landlord and its entities, and no partner, director, officer, employee, participant, or agent of Landlord shall be personally liable in any manner or to any extent for any of the obligations or liabilities of Landlord arising under or in connection with this Lease.
16. DAMAGE BY FIRE OR OTHER CASUALTY. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Premises shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Landlord's sole opinion, be required (whether or not the Premises have been damaged by such fire or other casualty), or in the event any mortgagee under a mortgage or deed of trust covering the property should require that the insurance proceeds payable as a result of said fire or other casualty be used to retire the mortgage debt, Landlord may, at its option, terminate the Lease and the Term and estate hereby granted by notifying Tenant in writing of such termination within forty-five (45) days after the date of such damage, in which event the rent hereunder shall be abated as of the date of such damage. If Landlord does not thus elect to terminate this Lease, Landlord shall, within ninety (90) days after the date of such damage, commence to repair and restore the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, and Landlord shall also restore the interior premises and improvements constructed by Tenant under this Lease. Subject to the provisions of the next sentence, Landlord shall allow Tenant a diminution of rent during the time and to the extent the Premises are unfit for occupancy (for example, if 40% of the Premises is rendered uninhabitable, Tenant shall be entitled to a 40% diminution of rent). If the Premises are damaged by fire or other casualty resulting from the adjudicated negligence, gross negligence or willful misconduct of Tenant or any of Tenant's agents, employees or

invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds.

17. EVENTS OF DEFAULT AND REMEDIES.

- a. Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default":
 - i. Tenant's failure to pay timely the Base Rent, or any sum due hereunder, for a period exceeding fifteen (15) days beyond the date on which said sum is to be paid.
 - ii. Tenant's failure to perform or observe any other covenant or condition of this Lease Agreement within fifteen (15) days following written notice to Tenant of such failure;
 - iii. Abandonment or vacating of the Premises or any significant portion thereof;
 - iv. The filing or execution or occurrence of: a petition in bankruptcy or other insolvency proceeding by or against Tenant or any guarantor of the obligations of Tenant hereunder; or, petition or answer seeking relief under any provision of the Bankruptcy Code; or, an assignment for the appointment of a trustee, receiver, or liquidator of Tenant or any such guarantor or any property of Tenant or any such guarantor or a proceeding by any governmental authority for the dissolution or liquidation of Tenant or any such guarantor.
- b. Upon the occurrence of any Event of Default and only if Tenant fails to cure such default after the expiration of thirty (30) days from the date Tenant receives written notice from Landlord of such default, as enumerated above, Landlord may, at Landlord's option, in addition to any other remedy or right given hereunder or by law or equity, do any one or more of the following:
 - i. Terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord; and
 - ii. Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease; but no such action shall terminate this Lease unless Landlord gives written notice of termination to Tenant.
- c. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the

Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant. No removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property with the Premises. Tenant agrees that any reentry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise. In the event of such reentry, Tenant covenants and agrees to peaceably and quietly yield and surrender the Premises unto Landlord.

- d. In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord at Round Rock, Williamson County, Texas, the sum of all Rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the difference between:
 - i. the Rent plus any other payments due by Tenant hereunder for the remaining portion of the Lease Term; and
 - ii. the then present fair rental value of the Premises for such period.
 - e. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, at Round Rock, Williamson County, Texas, in addition to any sum provided to be paid above: Broker's fees and related expenses incurred by Landlord in re-letting the Premises; the costs of repairing, altering, remodeling, or restoring the Premises and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees. Past due rent and other past due payments shall bear interest at the maximum lawful rate.
 - f. Notwithstanding anything contained elsewhere in this Lease to the contrary, in all cases Landlord shall have the duty to mitigate its damages herein by reletting the Premises and to collect the rent due under such reletting, and apply such rent to any deficiency of Tenant and otherwise mitigate its damages.
 - g. In addition to the above described remedies, Landlord will also have all other remedies provided by law in the event of any default by Tenant.
18. RULES AND REGULATIONS. Tenant shall comply with reasonable Rules and Regulations for the Buildings, Premises, and Land, with respect to safety, care, cleanliness, parking, and preservation of good order, which Rules may be established from time to time and communicated to Tenant by Landlord in advance in writing. Landlord shall not be liable to Tenant for any failure of any other Tenants to comply with such Rules and Regulations. Landlord shall require all of its other tenants to comply with

reasonable Rules and Regulations for the Buildings, Premises, and Land, with respect to safety, care, cleanliness, parking, and preservation of good order, which Rules may be established from time to time and communicated to other tenants by Landlord.

19. SURRENDER AND HOLDOVER. Tenant hereby covenants and agrees at the termination of this Lease, whether caused by lapse of time or otherwise, to surrender the Premises to Landlord in as good a condition and repair as at the commencement of Tenant's occupancy, reasonable wear and tear excepted. Any holding over in the Premises by Tenant at the expiration of the Lease Term shall be a tenancy from month to month; provided however, that in the event of such holdover, Tenant expressly agrees to pay, as the agreed upon monthly Base Rent, 5% above the amount of the Base Rent then in effect in addition to the continuing obligation to pay any other sums due hereunder.
20. SUBORDINATION. This lease shall be subordinate to the lien or any mortgage or deed of trust which is not upon the Land or Premises or upon Landlord's rights under this Lease. This Lease shall be subordinate to all renewals, extensions, rearrangements, modifications or consolidations or any such mortgage or deed of trust. Tenant agrees to execute any instrument deemed necessary to Landlord to further effect the subordination of this Lease to any such mortgage, provided such instrument is not in conflict with the provisions of this Lease. In the event Tenant shall fail or neglect to execute, acknowledge and deliver any such subordination instrument or certificate, Landlord, in addition to any other remedies it may have, may, as Agent and Attorney-in-Fact of Tenant, execute, acknowledge and deliver the same and Tenant hereby irrevocable nominates and constitutes and appoints Landlord as Tenant's proper and legal agent and attorney-in-fact for such purposes. This provision shall be self-operative. Notwithstanding anything contained elsewhere in this Lease to the contrary. At the request of Tenant, Landlord shall use commercially reasonable efforts to procure from its lender a Non-Disturbance Agreement in favor of Tenants, recognizing the rights of Tenant under this lease in the event of a sale, transfer or foreclosure of the underlying Premises.
21. ESTOPPEL CERTIFICATES. The parties agree that from time to time, upon fifteen (15) days' notice, Landlord or Tenant will execute, acknowledge and deliver a written statement certifying (a) this Lease is in full force and effect; (b) there are not modifications hereof; (c) the date to which all Rents have been paid; and (d) within the party's knowledge, there are no defaults hereunder.
22. PROVISION AGAINST WAIVER BY LANDLORD. The failure of Landlord to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, and any such covenants, conditions, or options so breached shall be and remain in full force and effect.

23. ASSIGNMENT AND SUBLETTING.

- a. Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest therein without the prior express written permission of Landlord, which shall not be unreasonably withheld, conditioned or delayed.
- b. In the event of any approved assignment or subletting, the rights of any such assignee or sub-Tenant of Tenant herein to the use and occupancy of the Premises shall be subject to all of the terms and conditions of this Lease, including, without limitation, restrictions on use and the covenant to pay Base Rent and other sums due hereunder. Landlord may collect said Rents directly from such assignee or sub-Tenant and apply the amount so collected to the rents herein reserved. No such consent to or recognition of any such assignment or subletting shall constitute a release of Tenant, or any guarantor of Tenant's performance hereunder, from further performance by Tenant and Tenant will remain liable and responsible for all rents and other obligations herein imposed upon Tenant. Unless otherwise agreed, any amounts paid by any sub-Tenant or assignee of Tenant in excess of the amounts for which Tenant is liable hereunder, shall be paid over to Landlord and shall not be retained by Tenant.

24. NOTICES. Any notice by either party to the other shall be in writing and deemed duly provided only if delivered personally or sent by certified mail, return receipt requested, in a postpaid envelope addressed to the party at the address set out in Paragraph 1 herein or at such other address as Landlord or Tenant, respectively, shall designate in writing by giving notice under this Paragraph. Notice shall be deemed to have been duly given if delivered personally, upon delivery thereof, and if mailed, upon the third day after the mailing thereof in accordance with this Paragraph.

25. ATTORNEY'S FEES. In the event Landlord or Tenant defaults in the performance of any of the terms, covenants, agreements or condition contained in this Lease Agreement to be performed by such party and the other party places the enforcement of this Lease, or any part thereof, or the collection of any sums due hereunder or to become due hereunder, in the hands of any attorney, or files a lawsuit upon the same, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party.

26. CERTAIN RIGHTS RESERVED BY LANDLORD. Specifically, and without limitation, Landlord reserves the following rights:

- a. To change the name or street address of the Premises;
- b. To install, affix and maintain any signs on the exterior/interior of the Premises, although the parties expressly agree that Tenant shall be responsible for all its own signage;

- c. To designate, limit, restrict and control any business and any service in or to the Premises and its tenants; provided, however, that Landlord shall not, without good cause or under express provision of this Lease, interfere with Tenant's conduct and operation of its business;
 - d. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises;
 - e. To have and retain paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber said title; and
 - f. To grant to anyone the exclusive right to conduct any business or render any service in or to the Premises, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.
27. TENANT'S PEACEFUL ENJOYMENT. Tenant, on payment of all Rents due hereunder and observing, keeping, and performing all of its obligations hereunder, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term hereof; provided, however, that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownership of the Landlord's interest hereunder. The parties expressly agree that Tenant shall have no restrictions placed on it whatsoever with respect to business hours or hours of operation.
28. NOTICE OF LANDLORD DEFAULT. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within (30) days or such additional time as is reasonably required to correct any such default, after receipt of written notice from Tenant to Landlord, properly specifying and identifying wherein the Landlord has failed to perform any such obligation.
29. DISPUTE RESOLUTION.
- a. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Lease that may arise.
 - b. The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Lease Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statutes.
30. MISCELLANEOUS PROVISIONS.
- a. Joint and Several Liability of Tenant. If the rights of the Tenant hereunder are owned by two or more parties or two or more parties are designated herein as Tenant, then all such parties, including any guarantors of Tenant's obligations hereunder, shall be and remain jointly and severally liable for the obligations of Tenant hereunder, and any notice required or permitted by the terms of this Lease

may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

- b. Time of Essence. Time is of the essence of this Agreement.
- c. Payment Obligation Independent. The obligation of Tenant to pay all rent and other sums due hereunder from Tenant and the obligation of Tenant to perform Tenant's other covenants hereunder constitute independent, unconditional obligations.
- d. Successors and Assigns. This Lease Agreement shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors and, to the extent assignment may be approved by Landlord.
- e. Landlord Not a Partner. Landlord does not become a partner of Tenant in the conduct of its business or otherwise by virtue of this Lease.
- f. Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender.
- g. Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the extent permitted by law, as if such invalid or unenforceable provision had never been contained herein.
- h. Headings. The headings and titles used in this Agreement are for administrative convenience only and do not constitute substantive matter to be construing the terms of this Agreement.
- i. No Binding Offer. The submission of this document prior to execution shall be for purposes of examination and negotiation only and shall not and does not constitute an offer to lease, a reservation of, or option for, the Premises.
- j. Laws Governing Venue. This Lease shall be governed by the laws of the State of Texas and shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas.
- k. Non-Appropriation; Fiscal Funding. This Lease Agreement is a commitment of City of Round Rock's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to pay for the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving a written notice of termination at the end of its

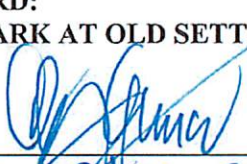
then-current fiscal year.

- l. Prompt Payment Policy. As a Texas home-rule municipality, City of Round Rock shall make any payments due in accordance with the Texas Prompt Payment Act, Chapter 2251, V.T.C.A., Texas Government Code.
- m. Entire Agreement. This Lease Agreement, including the Exhibits and/or Addenda which are attached hereto and made a part hereof, constitutes the whole agreement of the parties and shall in no way be conditioned, modified, or supplemented except by written agreement executed by both parties.
- n. Exhibits. The following exhibits are attached hereto and fully incorporated herein as if set forth at length:

Exhibit A: Description of Tenant Improvements
Exhibit B: Parking Regulations

IN WITNESS WHEREOF, this Lease Agreement is hereby executed in multiple counterparts on this the _____ day of the month of _____, 2017.

LANDLORD:
NORTHPARK AT OLD SETTLERS, LTD.

By: 
Printed Name: GARY GLACE
Title: MEMBER
Date Signed: 20 SEPT 2017

TENANT:
CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



EXHIBIT "A"

DESCRIPTION OF TENANT IMPROVEMENTS

Property is taken AS-IS by Tenant.

EXHIBIT "B"

PARKING RULES AND REGULATIONS

It is the desire of the Landlord to maintain and operate the parking areas in an orderly manner. Cooperation by all Tenants will be sincerely appreciated. The following rules and regulations apply to the Tenants specifically named in this lease, their agents, employees, family, licensees, invitees and contractors, unless otherwise stated. Parking for authorized employees will be on the basis of first come-first served. Landlord reserves the right to rescind these rules, make reasonable changes, or make other reasonable changes, or make other reasonable rules and regulations for the safety, care, and cleanliness of the parking areas and for the preservation of good order.

1. TRAFFIC SIGNS. All persons parking in the parking areas shall observe posted signs and markings regarding speed, stop signs, traffic lanes, reserved parking, no parking stripes and Tenant designated parking.
2. CONTROL DEVICES. Owner reserves the right to install or utilize any reasonable system of entry and exit control devices, lessee identification cards, or vehicle identification cards or stickers.
3. LESSEE AND GUEST PARKING. Lessees and their guests and customers may park on the premise without charge; however, lessees must park in areas as specified by the lease agreement, and will be expected to park their cars on an orderly manner within the marked stall areas provided. It is recommended that the cars be left in a "brakes on, doors locked" condition at all times.
4. TRASH. All persons parking in the parking areas shall refrain from throwing trash, ashtray contents, or other debris on the parking areas or adjacent sidewalks.
5. FLAT TIRES. All vehicle owners and all persons parking in the parking areas shall be responsible for promptly repairing flat tires or other conditions of the vehicle which cause unsightliness in the reasonable judgment of the Landlord.
6. REMOVAL OF UNAUTHORIZED VEHICLES. If vehicles are blocking driveways or passageways or parked in areas prohibited for parking under this lease agreement, or in violation of these rules and regulations or STATE STATUTES, Owner/Lessor may exercise vehicle removal remedies under Article 670Ig-1, and 670Ig-2 upon compliance with statutory notice. **ANY CAR PARKED ILLEGALLY WILL BE TOWED AT THE CAR OWNER'S EXPENSE.**
7. SECURITY. Landlord shall use reasonable diligence in the maintenance of existing lighting in the parking areas, but shall not be responsible for additional lighting or security measures in parking areas.

8. NOTIFICATION. *TENANT AGREES THAT ALL ITS SERVANTS, CLIENTS, CUSTOMERS, EMPLOYEES, AGENTS, VISITORS, INVITEES AND LICENSEES HAVE OR WILL BE INFORMED AS TO THE CONTENT OF THESE REGULATIONS.* Owner/Lessor/Landlord's officers, agents and employees shall not be liable for and Tenant waives all claims for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in and upon parking areas.

CAVEAT: Any failure by Landlord to enforce any of the aforesaid parking regulations now or hereafter in effect, either against Tenant or any other Tenant in the Buildings on the property, shall not constitute a waiver of such regulations, and Landlord shall not be responsible to Tenant for the failure or refusal by any other Tenant, guest, invitee, visitor, licensee or occupant of the buildings to observe or comply with any of the regulations.