

OFFICE LEASE

THIS LEASE AGREEMENT (the "Office Lease") is made and entered into on July __, 2018 ("Date of Execution"), by and between ZEBBA, LLC, whose address is P.O. Box 3696, Corpus Christi, Texas 78463 (hereinafter referred to as "Landlord"), and Nueces County, whose address is 901 Leopard, Room 303, Corpus Christi, Texas 78401 (hereinafter referred to as "Tenant").

Terms and Definitions

- "Landlord" ZEBBA, LLC, a Texas Limited Liability Company, whose address is P.O. Box 3696, Corpus Christi, Texas 78463, and all of its successors, assigns, agents, and employees.
- "Tenant": Nueces County, whose address is 901 Leopard St., Room 303, Corpus Christi, Texas 7840, and its agents, employees, invitees, licensees, or visitors.
- "Leased Premises" An area of approximately 2,375 square feet, more or less, located at the Southwest corner of the building(s) located at 4626 Weber Road, Corpus Christi, Texas 78411, referred to as Suite 300 of Weber Plaza, on the Edwin E. Conner Tract in Nueces County, Texas, being a part of the same property conveyed from Glenn L. Williams to ZEBBA, LLC by Special Warranty Deed dated March 8, 2017 recorded at Document # 2017010235 in the Official Public Records of Nueces County.
- "Term" This "Office Lease" shall be for a term of approximately three (3) months, commencing on July __, 2018 and expiring September 30, 2018.
- "Common Areas" Means all facilities and areas that are intended and designed by Landlord from time to time for the common, general and nonexclusive use of Landlord and/or other tenants of the building, including without limitation, elevators, sidewalks, parking areas, driveways, hallways, stairways, public restrooms, common entrances, lobby and public areas, the two entrances to the building located nearest the Leased Premises and access ways. However, the hallway located within the confines of the Leased Premises is not a part of the common areas and is a part of the Leased Premises.
- "Building Operating Hours" means 7:00 AM to 7:00 PM Monday through Friday.
- "Landlord's Property" Means the building, the Common Areas, and all other building and improvements owned or controlled by the Landlord at 4626 Weber Road, Corpus Christi, Texas.
- "Notice of Termination" Tenant may terminate this Office Lease at any time during the "Term" with 30 days written notice to Landlord.

Lease Clauses and Covenants

A. Tenant agrees to:

1. Pay \$2256.25 per month for the Term of the Office Lease
2. Pay monthly, in advance, on the first day of the month, the rent to Landlord at Landlord's address. If the term of this Office Lease does not begin on the first day or end on the last day of a calendar month, the rent for the partial month shall be prorated based upon the number of days comprising the partial month. **Notwithstanding any provision contained herein, this Office Lease is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the agreement. In the event that either no funds or insufficient funds are appropriated for the payments due under this lease for the period covered by such budget or appropriation, the Office Lease shall terminate without penalty to Tenant.**
3. Allow Landlord to enter the Leased Premises to perform landlord's obligation, inspect the premises, and show the Leased Premises to prospective purchasers or tenants.
4. Only use the Leased Premises for office and/or court purposes.

B. Tenant agrees not to:

1. Assign this lease or sublease any portion of the premises without Landlord's written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Any assignment or sublease of the Leased Premises allowed under this provision shall relieve Tenant of any further obligations or liabilities arising or occurring from and after the effective date of such assignment or sublease.

C. Landlord agrees to:

1. Lease to Tenant the Leased Premises for the entire term beginning on JULY 1, 2018 and ending on SEPTEMBER 30, 2018, and to allow Tenant and Tenant's agents, employees and invitees the non-exclusive use of the common areas with no required compensation to Landlord. The rent, covenants and conditions of this Office Lease during each extended term shall be the same as provided during the Term.
2. Provide all necessary utility service connections to the building and the Leased Premises.
3. Repair, replace and maintain all repairs and replacements to the Leased Premises, common areas, and building. Landlord shall make repairs and replacements to maintain the building in good repair. This maintenance and repairs and replacements shall include the roof, foundation, exterior walls, fluorescent lighting in the Leased Premises, interior walls, flooring and/or carpeting of the Leased Premises, interior structure walls, all structural components and all systems such as mechanical, electrical, heating and air conditioning, and plumbing.
4. Provide at no cost to Tenant the following services:
 - i. Air conditioning and heating to the Leased Premises reasonable for Tenant's use twenty-four (24) hours per day, seven (7) days per week;
 - ii. Hot and cold water for lavatory and drinking purposes;
 - iii. Electric current reasonable for Tenant's use

- iv. Lighting in common areas and fluorescent lights in building's standard light fixtures in the Leased Premises;
 - v. Janitorial service five (5) days per week, including, during every janitorial service, vacuuming and/or cleaning of carpeting and flooring in the Leased Premises and common areas, cleaning of bathrooms, and emptying of trash bins in the Leased Premises, common areas, and bathrooms;
 - vi. Replacement of lighting tubes, lamp ballasts and bulbs;
 - vii. Extermination and pest control when necessary
 - viii. Maintenance of common areas
 - ix. The fifteen (15) parking spaces closest to the building entrance providing access to the Leased Premises
 - x. Repair and maintenance of the entire parking area, including fixing potholes and keeping the parking area free of rubbish.
5. Allow Tenant and Tenant's employees, agents and invitees access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week.
 6. Insure the building against damage or destruction by fire, windstorm, earthquake, vandalism and other perils, including extended coverage and flood insurance in the amount of the full replacement value of the building.
 7. Warrant that Tenant's peaceful and quiet enjoyment of the premises shall not be disturbed by anyone.
 8. Provide a building directory near the front of the building with a listing for Tenant, and provide all exterior signage pertaining to Tenant now located in the Common Areas, on the exterior of the building and land owned by the Landlord.

D. Landlord and Tenant agree to the following:

1. **Alterations:** Any physical alteration or improvements to the Leased Premises made by the Tenant will become the property of Landlord. Tenant may construct and install any non-structural interior alterations, additions, substitution, decorations and improvements to the premises that do not adversely affect the building's structural strength.
2. **Release of claim/subrogation:** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Leased Premises, the building or personal property within the building, by reason of fire, the elements or any other cause including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law and the damage is covered by insurance proceeds. Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding sentence and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
3. **Casualty/Total or Partial Destruction:** The term "Relevant Space" means (i) the Leased Premises, (ii) access to the Leased Premises, and (iii) any part of the building that provides services to the Lease Premises. If the Relevant Space is damaged in whole or in part from any cause, and the Relevant Space can be substantially repaired and restored within thirty (30) days from the date of the damage using standard working methods and procedures, Landlord shall at its

expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. If the Relevant Space cannot be repaired and restored within the thirty (30) day period, then either party may, within ten (10) days after determining that the repairs and restorations cannot be substantially completed within thirty (30) days, cancel this Office Lease by giving written notice to the other party. Nevertheless, if the Relevant Space is not repaired and restored within thirty days (30) from the date of damage, then Tenant may cancel this Office Lease at any time after the thirtieth (30th) day following the date of damage. Unless the damage is caused by Tenant's willful misconduct, the rent shall abate in proportion to that part of the Leased Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Leased Premises and the need for access and services to the Leased Premises. The abatement shall continue from the date the damage occurred until ten (10) business days after Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and delivers notice to Tenant that the repairs and restorations are completed.

4. **Condemnation/Substantial or Partial Taking:** If the Leased Premises or common areas serving the Leased Premises cannot be used for the purposes contemplated by this Office Lease because of condemnation or purchase in lieu of condemnation, this Office Lease will terminate. If there is a condemnation or purchase in lieu of condemnation and this Office Lease is not terminated, Landlord will, at Landlord's expense, restore the Leased Premises, common areas and building, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
5. **Landlord's lien:** Landlord waives and releases all liens and security interests of any nature with respect to Tenant's property, including without limitation, all statutory and common law liens.
6. **Default by Tenant:** Defaults by Tenant are (a) failing to pay rent within thirty (30) days after Tenant receives notice from Landlord, or (b) failing to comply within thirty (30) days or such additional time as is reasonably necessary to cure the failure after written notice with any provision of this Office Lease other than the defaults set forth in (a) above. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Leased Premises, after which Landlord may re-let the Leased premises on behalf of Tenant and receive the rent directly by reason of the re-letting, and Tenant agrees to reimburse Landlord for any expenditures made in order to re-let; (b) enter the Leased Premises and perform Tenant's obligations; or (c) terminate this Office Lease by written notice. Pursuit of any remedies set forth in this Office Lease does not preclude pursuit of other remedies in this Office Lease or provided by law. Landlord shall mitigate its damage by making reasonable efforts to re-let the Leased Premises on reasonable terms.

7. **Default by Landlord:** Landlord's failure to perform or observe any of its obligation under this Office Lease after a period of ten (10) days, or the addition time, if any that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant, is a default. If Landlord commits a default, Tenant may pursue any remedies provided in this Office Lease or under the law, including the right (i) to perform or cure Landlord's default and deducting all costs and expenses incurred by Tenant in doing so from rent otherwise payable, and/or (ii) terminate this Office Lease by written notice to Landlord.
8. **Holdover:** If Tenant does not vacate the Leased Premises following termination of this Office Lease, Tenant shall be a month-to-month tenant with rent payable as calculated in in Subsection A.1. of the "Lease Clauses and Covenants" above. The Lease Clauses and Covenants and Terms and Definitions shall also apply during any holdover period.
9. **General Matters:** Venue is in the county in which the Leased Premises are located. This Office Lease is the entire agreement of the parties, and there are no oral representation warranties, agreements, or promises pertaining to this Office Lease. This Office may be amended only by an instrument in writing signed by Landlord and Tenant.
10. **Notices:** Any notice required by the Office Lease shall be deemed to be delivered either (i) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses, or (ii) hand delivered to either Landlord or Tenant.
11. **Interruption of Services:** The services to be furnished by Landlord under the terms of this Office Lease may be interrupted as a result of accidents, repairs, alterations or reasons beyond the control of Landlord. If any of such services supplied or furnished by Landlord are interrupted, and the interruption does not result from the willful misconduct of Tenant, Tenant shall be entitled to an abatement of the base rent beginning on the second (2nd) consecutive business day of the interruption or when Tenant stops using the Leased Premises because of the interruption, whichever is later. The Abatement shall end when the services are restored. Furthermore, Tenant shall have the option to cancel this Office Lease if the interruption materially interferes with Tenant's use of or access to the Leased Premises for at least ten (10) consecutive days.
12. **Severability:** If any provision of this Office Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Office Lease shall continue in effect and be enforceable to the fullest extent permitted by law.
13. **Option to extend term of lease:** Landlord hereby grants to Tenant the option to extend the term of the Office Lease for up to three (3) months beyond the original termination date of September 30, 2018.

THIS OFFICE LEASE IS EXECUTED this ____ day of _____, 2018.

LANDLORD

ZEBBA, LLC

By: _____

Its: _____

State of Texas §
 §
_____ County §

This instrument was acknowledged before me on this ____ day of _____, 2018 by
_____ as _____ of ZEBBA, LLC, a Texas
Limited Liability Company, on behalf of such company.

Notary Public, State of Texas
Commission expires: _____

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TENANT

Nueces County, State of Texas
By: Samuel Loyd Neal, Jr.
Its: Nueces County Judge

State of Texas §
 §
Nueces County §

This instrument was acknowledged before me on this ____ day of _____, 2018 by Samuel Loyd Neal, Jr., the County Judge of Nueces County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas
Commission expires: _____

When recorded return to:

Nueces County Public Works Director
901 Leopard St., Room 103
Corpus Christi, TX 78401