



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. **PARTIES:** The parties to this lease are:

Landlord: **Hatton Road Building LP**
2601 Harrison Blvd Suite 200, Wichita Falls, TX 76308; and

Tenant: **Workforce Resource Inc., DBA Workforce Solutions North Texas**
4309 Jacksboro Highway, Wichita Falls, TX 76302

2. **LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 300 containing approximately Exhibit B-1 square feet of rentable area in Galaxy Building (project name) at 4309 Jacksboro Highway (address) in Wichita Falls 76302 (city), Wichita (county), Texas, which is legally described on attached Exhibit _____ or as follows: Lot 1-E BLK Galaxy S/D Cherokee.SL

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. **TERM:**

A. **Term:** The term of this lease is 127 months and 14 days, commencing on: February 14, 2022 (Commencement Date) and ending on October 31, 2032 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. **Certificate of Occupancy:** Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit **A -Base Monthly Rent** or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. **First Full Month's Rent:** The first full monthly rent is due on or before _____

D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Hatton Road Building LP**
 Address: **2601 Harrison St. Suite 200**
Wichita Falls, TX 76308

F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES**: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

(a) \$1,000,000; or

(b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: Office use.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Monday – Friday 8:00 AM – 6:00 PM. It is understood that administrative work or other work-related activities will be conducted from time to time during hours the business is not open to the public.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last _____ days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Fire sprinkler systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Parking areas and walks ⁽¹⁾	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) Pylon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Fences and Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. **HVAC Service Contract:** If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

4309 Jacksboro Highway

Commercial Lease concerning: Wichita Falls 76302, TX 76308-4537

health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: Domain Real Estate Services, Inc.

Cooperating Broker: Strategic Realty Services

Agent: Rodd B. Womble

Agent: Lou Eytalis

Address: 2601 Harrison St. Ste 200
Wichita Falls, Tx 76308

Address: 4200 Fairway Blvd
Wichita Falls, TX 76308

Phone & Fax: (940)767-5060 (940)767-0041

Phone & Fax: (940)689-7900

E-mail: rodd@wfdomain.com

E-mail: louallen76@gmail.com

License No.: 290048

License No.: 608838

Principal Broker: (Check only one box)

Cooperating Broker represents Tenant.

- represents Landlord only.
- represents Tenant only.
- is an intermediary between Landlord and Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: 2601 Harrison ST., Ste 200
Address: Wichita Falls, TX 76308

4309 Jacksboro Highway

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Phone: (940)767-5060

Fax: (940)767-0041

and a copy to:

Address:

Phone:

Fax:

Landlord also consents to receive notices by e-mail at: paul@wfdomain.com

Tenant at the leased premises,

and a copy to:

Address:

Phone:

Fax:

Tenant also consents to receive notices by e-mail at:

35. SPECIAL PROVISIONS:

Landlord acknowledges that Tenant is an agency of the State of Texas and that Tenant's ability to pay the rentals set forth in this Lease are contingent upon the continued availability of adequate funds from federal, state regional or local services. In the event Tenant's funding for this Lease is reduced, withdrawn or terminated to a level so that Tenant has insufficient funds to pay the monthly rental herein set out, Tenant shall immediately notify Landlord of such fact and the last date through which Tenant has funding for this Lease (the "Funding Termination Date").

The Lease is contingent on a guaranteed maximum price of no more than, \$1,000,000. (One Million Dollars).

See Exhibit B- Special Provisions.

This lease fully replaces all other agreements between Tenant and Landlord.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

4309 Jacksboro Highway

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- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Hatton Road Building LP

Workforce Resource Inc., DBA Workforce
Tenant: Solutions North Texas

2601 Harrison Blvd Suite 200, Wichita Falls, TX 76308

4309 Jacksboro Highway, Wichita Falls, TX 76302

By: Paul Clark

By: _____

By (signature): _____

By (signature): _____

Printed Name: Paul Clark

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Exhibit A - Rent Schedule

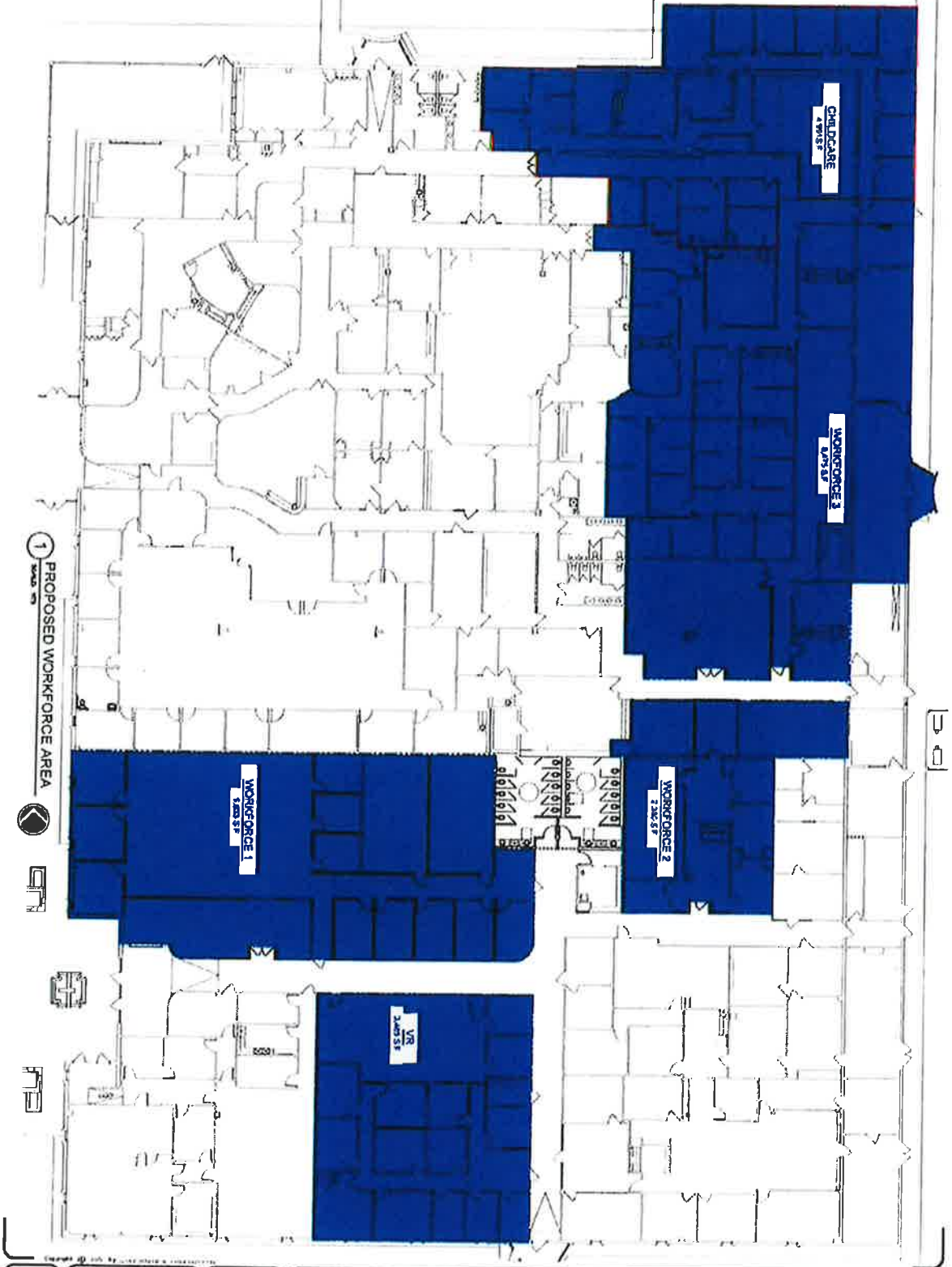
Tenant is currently occupying spaces: Workforce 2, Workforce 3, and Childcare. It is agreed that the prorated rental amount of \$7,756.63 is due for 14 days of February, 2022 upon execution of the lease.

Beginning March 1, 2022, Column A amount is due for the above-mentioned occupied spaces. For Workforce 1 and Voc Rehab, rent will be due and based on Column A once space becomes occupied by the tenant before October 1, 2022.

On October 1, 2022, Tenant will pay the rental amounts in Column B for all spaces that are occupied by the tenant.

Monthly Rent				
	Sq Ft	Prorated/14 Days	Column A	Column B
Workforce 1	5833	Vacant	\$5,833.00	\$6,805.00
Workforce 2	2380	\$1,190.00	\$2,380.00	\$2,776.00
Workforce 3	8475	\$4,237.50	\$8,475.00	\$9,887.00
Voc Rehab	3489	Vacant	\$3,489.00	\$4,070.00
Childcare	4991	2,329.13	\$4,991.00	\$5,822.00
Total	25168	\$7,756.63	\$25,168.00	\$29,360.00

Exhibit A-1



DATE: 2/14/12
 SCALE: 1/8" = 1'-0"

GARY BAKER
 15953

INTERIM REVIEW

Gary Baker & Associates, L.L.C.
 Architects • Interior Designers • Consultants

4309 Old Jackboro Hwy, Suite 11
 Wichita Falls, Texas 76702

(940) 993-1034
 Fax: (940) 696-7243

GALAXY BUILDING RENOVATION
 for
WORKFORCE SOLUTIONS
NORTH TEXAS

4309 Old Jackboro Hwy Wichita Falls, Texas 76702

DESIGNED BY: RSP
 CHECKED BY: BOB
 DATE: 2/14/12

EXHIBIT B – SPECIAL PROVISIONS

Notwithstanding any provision or disclaimer to the contrary contained in the Commercial Lease to which this Exhibit B is attached (the "Lease Agreement"), the following provisions shall be effective and shall control, it being the express intent of the Parties that the following provisions shall not be conflicted or weakened by any other provision in the Lease Agreement and that in the event of a conflict the following provisions shall apply over any other:

1. **Compliance with Laws and Regulations.** Landlord shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the Lease Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of Lease Agreement. Tenant reserves the right, in its sole discretion, to unilaterally amend Lease Agreement prior to award and throughout the term of Lease Agreement to incorporate any modifications necessary for Tenant's compliance, as an agent and agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines. Failure to comply with any law, regulation, requirement, or guideline by Landlord, after being provided at least 30 days' written notice of any such violations, shall give Tenant the right to terminate the Lease Agreement without penalty.
2. **Termination for Default.** Landlord and Tenant each have the right to terminate the Lease Agreement in the event the other party breaches a term of the Lease Agreement and such breach continues after the non-breaching party provides the breaching party with at least 30 days' notice and opportunity to cure the breach.
3. **Change/Modifications.** The Lease Agreement will not be amended or modified unless done so through a written agreement signed by all parties.
4. **Antitrust Affirmation.** Landlord affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with the Lease Agreement, neither Landlord nor any representative of Landlord have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with the Lease Agreement, neither Landlord nor any representative of Landlord have violated any federal antitrust law; and (3) neither Landlord nor any representative of Landlord have directly or indirectly communicated any of the contents of this Lease Agreement to a competitor of Landlord or any other company, corporation, firm, partnership or individual engaged in the same line of business as Landlord.
5. **Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, and to the extent applicable, Landlord agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
6. **Child Support Obligation Affirmation.** Under Section 231.006 of the Family Code, Landlord certifies that the individual or business entity named in the Lease Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Lease Agreement may be terminated and payment may be withheld if this certification is inaccurate.
7. **Contracting Information Responsibilities.** In accordance with Section 552.372 of the Texas Government Code, Landlord agrees to (1) preserve all contracting information related to the Lease Agreement as provided by the records retention requirements applicable to Tenant for the duration of the Lease Agreement, (2) promptly provide to Tenant any contracting information related to the Lease Agreement that is in the custody or possession of Landlord on request of Tenant, and (3) on termination or expiration of the Lease Agreement, either provide at no cost to Tenant all contracting information related to the Lease Agreement that is in the custody or possession of Landlord or preserve contracting information related to the Lease Agreement as provided by the records retention requirements applicable to Tenant. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Lease Agreement and Landlord agrees that the Lease Agreement can be terminated if Landlord knowingly or intentionally fails to comply with a requirement of that subchapter.
8. **Dealings with Public Servants Affirmation.** Landlord has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Lease Agreement.
9. **Debts and Delinquencies Affirmation.** Landlord agrees that any payments due under the Lease Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.
10. **Disaster Recovery Plan.** Upon request of Tenant, Landlord shall provide copies of its most recent business continuity and disaster recovery plans.
11. **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Lease Agreement. If a party's claim for breach of contract cannot be resolved informally, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate this process, the complaining party shall submit written notice, as required by Chapter 2260, to the other party. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under § 2260.051 of the Texas Government Code. Compliance by Landlord with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260. The contested case process provided in Chapter 2260 is Landlord's

sole and exclusive process for seeking a remedy for an alleged breach of contract by Tenant if the parties are unable to resolve their disputes as described above.

12. **Entities that Boycott Israel.** Pursuant to Section 2271.002 of the Texas Government Code, Landlord certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Lease Agreement resulting from this solicitation.
13. **Excess Obligations Prohibited.** The Lease Agreement is subject to termination or cancellation, without penalty to Tenant, either in whole or in part, subject to the availability of state funds. Tenant is a state Tenant whose authority and appropriations are subject to actions of the Texas Legislature and/or governing Chief Elected Officials. If Tenant becomes subject to a legislative change, revocation of statutory authority, directive by the Chief Elected Officials, or lack of appropriated funds that would render either Tenant's or Landlord's delivery or performance under the Lease Agreement impossible or unnecessary, the Lease Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, Tenant will not be liable to Landlord for any damages, that are caused or associated with such termination, or cancellation, and Tenant will not be required to give prior notice.
14. **Excluded Parties.** Landlord certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. **Executive Head of a State Tenant Affirmation.** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Landlord represents that no person who served as an executive of Tenant, in the past four (4) years, was involved with or has any interest in the Lease Agreement. If Landlord employs or has used the services of a former executive of Tenant, then Landlord shall provide the following information in the Response: name of the former executive, the name of the state Tenant, the date of separation from the state agency, the position held with Landlord, and the date of employment with Landlord.
16. **Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, Landlord certifies that the individual or business entity named in the Lease Agreement is not ineligible to receive the specified contract and acknowledges that the Lease Agreement may be terminated and payment withheld if this certification is inaccurate.
17. **Foreign Terrorist Organizations.** Landlord represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
18. **Governing Law and Venue.** The Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Lease Agreement is fixed in any court of competent jurisdiction of Wichita County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to contracting Tenant.
19. **Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Landlord certifies that the individual or business entity named in the Lease Agreement is not ineligible to receive the specified Lease Agreement and acknowledges that the Lease Agreement may be terminated and payment withheld if this certification is inaccurate.
20. **Indemnification.** LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TENANT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF LANDLORD OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE LEASE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY LANDLORD WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND LANDLORD MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. LANDLORD AND TENANT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE LANDLORD TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TENANT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TENANT OR ITS EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, TENANT SHALL NOT INDEMNIFY LANDLORD OR ANY OTHER ENTITY UNDER THE LEASE AGREEMENT.
21. **No Conflicts of Interest.** Landlord represents and warrants that the provision of goods and services or other performance under the Lease Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
22. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, Landlord certifies that the individual or business entity named in the Lease Agreement is not ineligible to receive the specified Lease

Agreement and acknowledges that the Lease Agreement may be terminated and payment withheld if this certification is inaccurate.

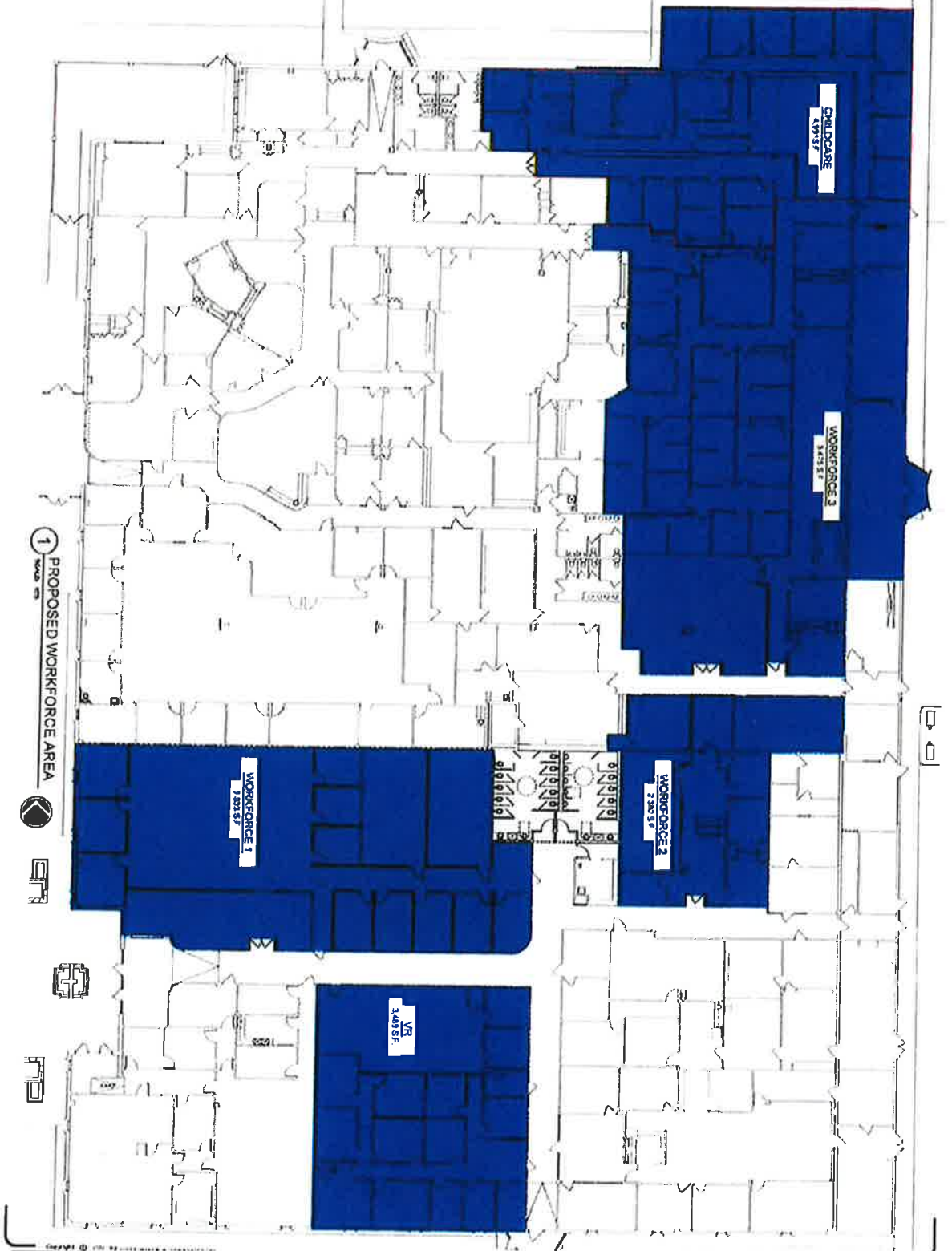
23. **Public Information Act.** Information, documentation, and other material in connection with this Solicitation or any resulting Lease Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Landlord is required to make any information created or exchanged with the State pursuant to the Lease Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
24. **Signature Authority.** Landlord represents and warrants that the individual signing the Lease Agreement is authorized to sign such documents on behalf of Landlord and to bind Landlord under the Lease Agreement.
25. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Lease Agreement or indirectly through a subcontract under the Lease Agreement. The acceptance of funds directly under the Lease Agreement or indirectly through a subcontract under the Lease Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Lease Agreement may be amended unilaterally by Tenant to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
26. **Tenant's Right to Audit.** Landlord will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Landlord pertaining to the Lease Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Tenant and the State of Texas.
27. **Suspension and Debarment.** Landlord certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
28. **Abortion Funding Limitation.** Landlord represents and warrants that payments made by Tenant to Landlord and Landlord's receipt of appropriated funds under the Lease Agreement are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
29. **Americans With Disabilities Act/Texas Architectural Barriers Act.** Landlord represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended. Landlord further represents and warrants its compliance with the requirements of the Texas Architectural Barriers Act, Chapter 469, Texas Government Code and its implementing rules and regulations, as each may be amended.
30. **Asbestos.** Landlord represents that the leased premises contains no asbestos materials or, if asbestos materials are present in the leased premises, Landlord has not disturbed those materials without fully complying with all laws and regulations requiring asbestos abatement, control, and remediation during the disturbance. Landlord shall disclose to Tenant prior to signing the Lease Agreement any inspection reports, complaints, or investigations regarding asbestos in the building in which the leased premises are located. If, at any time during the term of this lease, Landlord performs any construction to the leased premises or any other portion of the building in which the leased premises are located, shall ensure that all necessary asbestos abatement, control, and remediation is strictly followed before, during, and after such construction. A misrepresentation, failure to disclose, or violation of the affirmative covenants in this section shall constitute a material breach of the lease and entitle Tenant to immediately terminate this lease and recover the greater of all sums paid to Landlord or Tenant's actual damages.
31. **Damage to Government Property.** Landlord shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Landlord and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Lease Agreement. Landlord shall notify the Tenant in writing of any such damage within one (1) calendar day. Landlord is responsible for the removal of all debris resulting from work performed under the Lease Agreement.
32. **Disclosure of Interested Parties.** Landlord represents and warrants that it has submitted to Tenant a Certificate of Interested Parties in accordance with Section 2252.908 of the Texas Government Code.
33. **Drug-Free Workplace.** Landlord represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.
34. **Electrical Items.** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
35. **Equal Employment Opportunity.** Landlord represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities, including without limitation Executive Order (EO) 11246 of September

24, 1965 entitled "Equal Employment Opportunity," as amended by EO 11375 of October 13, 1967 and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

36. **Copeland Anti-Kickback Act.** Landlord represents and warrants its compliance with all applicable duly enacted state and federal laws governing contractor compensation, including without limitation the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3).
37. **Federal Occupational Safety and Health Law.** Landlord represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
38. **Force Majeure.** Neither Landlord nor Tenant shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Lease Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
39. **Immigration.** Landlord represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
40. **Legal and Regulatory Actions.** Landlord represents and warrants that it is not aware of and has received no notice of any court or governmental Tenant actions, proceedings or investigations, etc., pending or threatened against Landlord or any of the individuals or entities included in the Lease Agreement within the five (5) calendar years immediately preceding execution of the Lease Agreement that would or could impair Landlord's performance under the Lease Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to Tenant's execution of the Lease Agreement. If Landlord is unable to make the preceding representation and warranty, then Landlord instead represents and warrants that it has included as a detailed attachment a complete disclosure of any such court or governmental Tenant actions, proceedings or investigations, etc. that would or could impair Landlord's performance under the Lease Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to Tenant's execution of the Lease Agreement. In addition, Landlord represents and warrants that it shall notify Tenant in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Tenant shall constitute breach of Lease Agreement and may result in immediate termination of the Lease Agreement.
41. **Limitation on Authority.** Landlord shall have no authority to act for or on behalf of Tenant or the State of Texas except as expressly provided for in the Lease Agreement; no other authority, power or use is granted or implied. Landlord may not incur any debt, obligation, expense or liability of any kind on behalf of Tenant or the State of Texas.
42. **Lobbying Prohibition.** Landlord represents and warrants that Tenant's payments to Landlord and Landlord's receipt of appropriated or other funds under the Lease Agreement are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
43. **Media Releases.** Landlord shall not use Tenant's name, logo, or other likeness in any press release, marketing material, or other announcement without Tenant's prior written approval. Tenant does not endorse any vendor, commodity, or service. Landlord is not authorized to make or participate in any media releases or public announcements pertaining to the Lease Agreement without Tenant's prior written consent, and then only in accordance with explicit written instructions from Tenant.
44. **No Felony Criminal Convictions.** Landlord represents that neither Landlord nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Landlord has fully advised Tenant in writing of the facts and circumstances surrounding the convictions.
45. **No Implied Waiver.** The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in Lease Agreement shall not be construed as a waiver or a relinquishment thereof for the future.
46. **No Third-Party Beneficiaries.** The Lease Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Lease Agreement as a third-party beneficiary or otherwise.
47. **Permits, Certifications, and Licenses.** Landlord represents and warrants that it has determined what licenses, certifications and permits are required under the Lease Agreement and has acquired all applicable licenses, certifications, and permits.

48. **Prompt Payment.** All payments to Landlord by Tenant, any payments by Landlord to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.
49. **Records Retention.** Landlord shall maintain and retain all records relating to the performance of the Lease Agreement including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Landlord for a period of seven (7) years after the Lease Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
50. **Refund.** Landlord will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Tenant which are not expressly authorized under the Lease Agreement.
51. **Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the Texas Government Code, Landlord certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Tenant involving Landlord within two (2) years after the date that Lease Agreement is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
52. **Severability.** If any provision of the Lease Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Lease Agreement as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
53. **Sovereign Immunity.** Nothing in the Lease Agreement shall be construed as a waiver of the Tenant's or the State's sovereign immunity. The Lease Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Tenant or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Tenant or the State of Texas under the Lease Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Tenant does not waive any privileges, rights, defenses, or immunities available to Tenant by entering into the Lease Agreement or by its conduct prior to or subsequent to entering into the Lease Agreement.
54. **Survival.** Expiration or termination of the Lease Agreement for any reason does not release Landlord from any liability or obligation set forth in the Lease Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Lease Agreement, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
55. **Taxes.** Landlord represents and warrants that it shall pay all taxes or similar amounts resulting from the Lease Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Landlord or its employees. Tenant shall not be liable for any taxes resulting from the Lease Agreement.
56. **Unfair Business Practices.** Landlord represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Landlord has not been found to be liable for such practices in such proceedings. Landlord certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
57. **Waiver of Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ANTICIPATED OR OTHERWISE, OR LOSS OF REVENUES IN CONNECTION WITH OR ARISING OUT OF, OR IN CONNECTION WITH, THE SUBJECT MATTER OF THIS CONTRACT.
58. **False Statements.** If Landlord signs the Lease Agreement, including this Exhibit, with a false statement or it is subsequently determined that Landlord has violated any of the representations, warranties, guarantees, certifications, or affirmations included herein or the Lease Agreement, Landlord will be in default under the Lease Agreement and Tenant may terminate or void the Lease Agreement without penalty.

Exhibit B-1



Scale: 1/8" = 1'-0"
 Date: 7/24/16
 Drawing No: 15953

INTERIM REVIEW
 GARY BAKER
 15953

THIS DOCUMENT IS THE PROPERTY OF GARY BAKER & ASSOCIATES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GARY BAKER & ASSOCIATES, LLC.

Gary Baker & Associates, LLC
 Architects • Interior Designers • Planners
 4102 FM Jackboro Hwy, Suite 11 Wichita Falls, Texas 76701
 (817) 692-0151 Fax: (817) 692-1241

GALAXY BUILDING RENOVATION
 for
WORKFORCE SOLUTIONS NORTH TEXAS
 4309 Old Jackboro Hwy Wichita Falls, Texas 76702

DATE: 7/24/16
 DRAWING BY: HRP
 CHECKED BY: JMB



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Landlord to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 4309 Jacksboro Highway, Wichita Falls 76302, TX 76308-4537

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. On or before September 30, 2022, Landlord will substantially complete the improvements to the leased premises as described below.

(1) Landlord will complete the following improvements:
See Exhibit C- Construction

(2) On or before _____, Tenant will specify in a separate written notice to Landlord the improvements that Tenant desires Landlord to complete. If Landlord objects to any desired improvement, Tenant will promptly amend Tenant's notice to comply with Landlord's objections. Landlord will not unreasonably object to Tenant's desired improvements.

B. On or before _____, Landlord will notify Tenant of the total cost to complete the improvements described in Paragraph A, including but not limited to costs of construction, permits, and plans. The total cost to complete the improvements may not exceed _____ (maximum cost). Landlord will pay _____ of the cost to complete the improvements and Tenant will pay the remainder. If the total cost to complete the improvements exceeds the maximum cost, the lease will terminate and have no further effect unless a party notifies the other party within _____ days after Landlord notifies Tenant of the cost to complete the improvements that it will pay the excess.

C. Unless otherwise agreed by the parties in writing, any amount required to be paid by Tenant under this addendum must be paid by Tenant to Landlord before construction of the improvements commences.

D. All construction required by this addendum will be performed by trained and qualified persons in a good workman-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers). Landlord will obtain any required certificate of occupancy.

(TAR-2111) 4-1-18 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____ Page 1 of 2

- E. Tenant may, at reasonable times during construction, inspect the construction of the improvements. Tenant may object to any deficiencies in the completion of the improvements by providing specific written notice to Landlord and Landlord will promptly cure the deficiencies. Upon completion of the improvements, Tenant will acknowledge in writing that the improvements have been completed and that Tenant accepts the leased premises for the purposes of the lease (*the Commercial Lease Acceptance Form (TAR-2113) may be used*).
- F. Paragraph 3B of the lease governs any delay in the commencement of the lease or occupancy by Tenant caused by the construction of the improvements.

G. Special Provisions:

Substantial completion” of the construction contemplated in this lease shall be achieved and defined as the date upon which Landlord and Tenant mutually agree that all work contemplated in this lease has been performed other than minor punch-list items that can be performed while Tenant is occupying the leased premises without disruption to Tenant’s business.

Notwithstanding anything else contained herein or in the lease, Tenant shall never be responsible for paying rent on leased spaces which cannot be occupied by Tenant.

Landlord: 2925 Southwest Parkway, LP

Tenant: Workforce Resource Inc., DBA Workforce Solutions North Texas

By: Paul Clark

By: _____

By (signature): _____

By (signature): _____

Printed Name: Paul Clark

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



January 19, 2022

Hatton Road Building, LP
Attn: Paul Clark
2601 Harrison, Ste. 200
Wichita Falls, TX 76308

RE: Revised
Galaxy Building Remodel
Texas Workforce Solutions – Scope of Work
4309 Old Jacksboro Hwy
Wichita Falls, TX 76302

Cost Alternative A

Vocational Rehab (3,489 SF)
Scope of Work Included:

Selective demolition (Walls)
Construct new walls as req'd
Modify doors as req'd
Paint all walls
All new carpet and base
Modify ceilings, new tile as req'd

Workforce Solutions Area 1 (5,833 SF)
Scope of Work Included:

Selective demolition (Walls/MEP)
Construct new walls as req'd
Complete electrical update
New lighting
New ductwork, diffusers, returns
New doors as req'd
Paint all walls
All new carpet and base except LVT Rooms
All new ceilings
New LVT flooring and base Rm WF101, WF102,
WF109, WF112, WF113, WF114 & WF118

Workforce Solutions Area 2 (2,380 SF)
Scope of Work Included:

Selective demolition (Walls)
New fire doors and fireproofing
Modify doors as req'd
Paint all walls
All new carpet and base except LVT Rooms
Modify ceilings, new tile as req'd
New LVT flooring and base Rm WF208 & WF209,



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 4309 Jacksboro Highway, Wichita Falls 76302, TX 76308-4537

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 1 additional term(s) of 60 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.
- B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 120 days before the end of the then current term of the lease.
- C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
- D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:
 (Check (1), (2) or (3) only.)

<input checked="" type="checkbox"/> (1)	Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
	From	To	\$ Monthly Rate	\$ Annual Rate	
	11/01/2032	10/31/2037	/rsf/month	15.40 /rsf/year	32,296.00
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.
 - (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
- E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

(TAR-2104) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____ Page 1 of 2

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

Landlord: 2925 Southwest Parkway, LP

Tenant: Workforce Solutions North Texas

By: Paul Clark

By: _____

By (signature): _____

By (signature): _____

Printed Name: Paul Clark

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit 1

STATEMENT OF NON-INCLUSION

ASBESTOS-CONTAINING MATERIAL (ACM)

Operations and Maintenance (O&M) Plan

Initial Verification and Receipt

DUE PRIOR TO SERVICE DELIVERY

An Asbestos Inspector, licensed by the Texas Department of State Health Services, has inspected and identified ACM in this building site:	
BUILDING NAME	Hatton Road Building/ Galaxy Building
ADDRESS (CITY/STATE/ZIP)	4309 Jacksboro Hwy Wichita Falls, TX 76302

Before performing services to this building which may bring you in contact with asbestos-containing materials in this building, you must sign this form.

Signing below acknowledges that, as an authorized representative of your company, agency, or organization, you have received a copy of the Findings Page of the O&M Plan and agree to:

1. **not** use any asbestos-containing materials in performing any maintenance, repair, telecommunications or computer network cabling, janitorial services, elevator maintenance, pest control, or any other building related services.
2. comply with the site's O&M Plan and Texas Department of State Health Services Rules, 25 Texas Administrative Code (TAC) Part 1, Chapter 295, Subchapter C.

3. communicate the O&M Plan to your company's, agency's or organization's employees, subrecipients, subcontractors, suppliers, and any other party working or delivering supplies at the site(s) as required throughout the time that services are delivered.

The O&M Plan for this site remains available for additional review on site upon request.

BUSINESS NAME	Workforce Resources Inc., DBA Workforce Solutions North Texas		
BUSINESS ADDRESS	4309 Jacksboro Hwy Ste. 300 Wichita Falls, TX 76302		
SIGNATURE OF AUTHORIZED REPRESENTATIVE			
I have reviewed the Asbestos O&M Plan in effect for this building on this date and agree, as the Authorized Representative of the Vendor, to the terms set forth above.			
SIGNATURE		DATE	